



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, APRIL 18, 2023, 5:30 P.M.

REGULAR MEETING

CALL TO ORDER

INVOCATION – *Pastor Nathan Hinson, Glendon Independent Christian Church*

PLEDGE OF ALLEGIANCE – *Kay Ingram, Information Technology Director*

I. PUBLIC COMMENT PERIOD (*Procedures are attached to agenda.*)

II. ADDITIONAL AGENDA

CHAIRMAN – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*

III. APPROVAL OF CONSENT AGENDA

All items listed below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- A. Minutes: April 4, 2023, Regular Meeting
- B. Minutes: April 4, 2023, Special Meeting
- C. Tax Releases/Refunds – March 2023
- D. Budget Amendments
- E. FY23 JCPC Funding Plan Revision and Discretionary Funds
- F. Health Department FY23 Activity 874 Food and Lodging Agreement Addendum
- G. New Atlantic Contracting Change Orders # 2, 3, 4, and 5
- H. Ft. Bragg/Moore County Renewal of Mutual/Automatic Aid in Fire Protection
- I. Sole Source Contract with Radio Communications Company for Upgrade of UHF Paging Equipment at Three Tower Sites
- J. Approval of Sole Source Contract with Stryker Sales Corporation for Purchase of Stair Chairs
- K. GIS Resolution and Interlocal Agreement with Southern Pines to Host Web Map for Work Orders in Mobile 311
- L. Resolution Declaring LRK# 00025045 Surplus and Authorizing Realtor Agreement to List
- M. Amendment No. 1 to Contract with Stanley Convergent Solutions for Purchase of Equipment for Control Room

IV. RECOGNITIONS

- A. Social Services – Child Abuse Prevention Month Proclamation (*Ranessa Carthens, Social Worker III*)

V. PRESENTATIONS

- A. Sandhills Center – Program Update and Budget Funding Request (*Victoria Whitt, CEO*)
- B. Moore County Schools – FY24 Funding Request (*Dr. Tim Locklair, Superintendent*)

VI. PUBLIC HEARINGS

- A. Public Hearing/GIS – Amendment to the Road Name and Addressing Ordinance to Add One Road (*Rachel Patterson, GIS Manager*)
- B. Public Hearing/Planning – Unified Development Ordinance Text Amendments: Quarterly Update (*Debra Ensminger, Planning Director*)
- C. Public Hearing/Planning – Unified Development Ordinance Text Amendments: Freight Terminals (*Debra Ensminger, Planning Director*)

VII. QUASI-JUDICIAL HEARINGS

- A. Quasi-Judicial Hearing/Planning – Special Use Permit Request: Security Training Facility – 2173 Vass Carthage Road (*Debra Ensminger, Planning Director*)

VIII. OLD BUSINESS

IX. NEW BUSINESS

- A. Information Technology – Request for Approval of Storage Area Network Refresh Contract with Davenport Group (*Kay Ingram, IT Director*)
- B. Public Safety – Request for Approval of Contract with Carolina Recording Systems for 911 Voice Recording Equipment Upgrade and Associated Budget Amendment (*Bryan Phillips, Public Safety Director*)

X. APPOINTMENTS

- A. Juvenile Crime Prevention Council

XI. ADDITIONAL AGENDA

XII. MANAGER’S REPORT

XIII. COMMISSIONERS’ COMMENTS

XIV. CLOSED SESSION – *if necessary*

ADJOURNMENT

UPCOMING MEETINGS:

- **Library Board**, Wednesday, April 19, 1:00pm (*Ritter*)
- **CVB Board**, Thursday, April 20, 4:00pm (*Quis*)
- **Budget Task Force**, Friday, April 21, 10:30am (*Picerno / Quis*)
- **Pre-Agenda Meeting**, Wednesday, April 26, 9:30am (*Von Canon / Picerno*)
- **Board of Health**, Monday, May 1, 6:00pm (*Cook*)
- **Regular Meeting**, Tuesday, May 2, 10:30am
- **Juvenile Crime Prevention Council**, Tuesday, May 9, 8:30am (*Ritter*)
- **Sandhills Center Board**, Tuesday, May 9, 7:00pm (*Picerno*)
- **Pre-Agenda Meeting**, Wednesday, May 10, 9:30am (*Ritter / Picerno*)
- **Local Emergency Planning**, Thursday, May 11, 11:00am (*Von Canon*)
- **Fire Commission**, Thursday, May 11, 6:00pm (*Von Canon*)
- **Regular Meeting**, Tuesday, May 16, 5:30pm
- **Transportation Advisory Board**, Wednesday, May 17, 3:00pm (*Quis*)
- **Memorial Day Holiday**, County Offices Closed, Monday, May 29
- **Pre-Agenda Meeting**, Wednesday, May 31, 9:30am (*Quis / Picerno*)
- **Regular Meeting**, Tuesday, June 6, 10:30am

**PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS**

The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures:

- 1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.*
- 2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.*
- 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.*
- 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.*
- 5. Public comment is not intended to require the Board to answer any impromptu questions. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.*
- 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.*
- 8. Any applause will be held until the end of the Public Comment Period.*
- 9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.*
- 10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.*
- 11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.*
- 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.*

Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.

Revised on the 7th day of February 2017.



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, APRIL 4, 2023

REGULAR MEETING

The Moore County Board of Commissioners convened for a Regular Meeting at 10:30am, Tuesday, April 4, 2023, in the Commissioners' Meeting Room of the Historic Courthouse, One Courthouse Square, Carthage, North Carolina.

Commissioners Present:

Chairman Nick Picerno, Vice Chairman Frank Quis, Jim Von Canon, John Ritter, Kurt Cook

Chairman Picerno called the meeting to order. County Manager Wayne Vest offered the invocation and GIS Manager Rachel Smith led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

The following offered comments: Vic Allen, Ellie Collins, Sylvia Caudell, John Misiaszek, Lowell Simon.

Chairman Picerno noted that the Board had previously adopted a resolution of commendation for response to the substation attacks that resulted in widespread power outages in December, and at that time, the Board denounced that act and also denounced the antisemitic banners that had been displayed in Vass.

ADDITIONAL AGENDA

Chairman Picerno introduced three resolutions which he indicated were time of the essence issues for the Board to consider adding to the agenda. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to add to the agenda under New Business a resolution regarding State funding for sewer. Upon motion made by Commissioner Von Canon, seconded by Commissioner Quis, the Board voted 5-0 to add to the agenda under New Business a resolution regarding condemnation of hatred and discrimination. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to add to the agenda under New Business a resolution regarding the right to life. There was additionally an item that arose from Parks and Recreation regarding regulations on participation and upon motion made by Commissioner Ritter, seconded by Commissioner Cook, the Board voted 5-0 to add this item for discussion under New Business.

Chairman Picerno asked whether any commissioner had a conflict of interest concerning agenda items the Board would address in the meeting and there was none.

CONSENT AGENDA

Chairman Picerno noted the inclusion of Task Force goals under the Consent Agenda. Upon motion made by Commissioner Ritter, seconded by Commissioner Quis, the Board voted 5-0 to approve the following consent agenda items:

Minutes: March 16, 2023, Special Meeting

Minutes: March 21, 2023, Regular Meeting

Budget Amendments

Revision 1 - Project Budget Ordinance & Resolution for Airport Project # 36244.57.14.1

FY 24 Activity 151 Family Planning Agreement Addendum

FY 24 Activity 803 School Nurse Funding Initiative

Review, Modify, Update Task Force Goals and Action Items

The budget amendments, Airport Project #36244.57.14.1 documents, and Task Force goals are hereby incorporated as a part of these minutes by attachment as Appendices A, B, and C, respectively.

PRESENTATIONS

Cooperative Extension – Moore County Cooperative Extension Service Report to the People

Cooperative Extension Director Deborah McGiffin provided the annual Report to the People from Moore County Cooperative Extension Service. Her presentation is hereby incorporated as a part of these minutes by attachment as Appendix D.

PUBLIC HEARINGS

Call to Public Hearing/GIS – Amendment to the Road Name and Addressing Ordinance to Add One Road

Per request made by GIS Manager Rachel Patterson, upon motion made by Commissioner Cook, seconded by Commissioner Von Canon, the Board voted 5-0 to call a public hearing for April 18, 2023, at 5:30 pm to consider amendments to the Moore County Road Name and Addressing Ordinance to add one (1) road to the ordinance.

Call to Public Hearing/Planning – Unified Development Ordinance Text Amendments: Quarterly Update

Per request made by Planning Director Debra Ensminger regarding quarterly updates to the Unified Development Ordinance, upon motion made by Commissioner Cook, seconded by Commissioner Quis, the Board voted 5-0 to call for a public hearing on April 18, 2023, at 5:30 p.m. to consider the request for the Unified Development Ordinance text amendment.

Call to Public Hearing/Planning – Unified Development Ordinance Text Amendments: Freight Terminals

Per request made by Planning Director Debra Ensminger regarding a text amendment to the Unified Development Ordinance for freight terminals, upon motion made by Commissioner Quis, seconded by Commissioner Von Canon, the Board voted 5-0 to call for a public hearing on April 18, 2023, at 5:30 p.m. to consider the request for the Unified Development Ordinance text amendment.

QUASI-JUDICIAL HEARINGS

Call to Quasi-Judicial Hearing/Planning – Special Use Permit Request: Security Training Facility – 2173 Vass Carthage Road

Per request made by Planning Director Debra Ensminger, upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to call for a Quasi-Judicial Hearing on April 18, 2023, at 5:30 p.m. for a Special Use Permit for a Security Training Facility on two parcels consisting of 75.54 acres, located at 2173 Vass-Carthage Road, owned by Tough Stump Technologies, LLC, per Deed Book 5868 Page 385, Plat Cabinet 19 Slide 439, and further described as ParID 20170361 and ParID 20120062.

NEW BUSINESS

Property Management – Request for Approval of Sole Source Purchase for Maintenance of Security Electronics System at Rick Rhyne Public Safety Center with Securitas Technology Corporation

Property Management Director Gene Boles presented a request for approval of a sole source purchase to maintain the security system at the public safety center. Commissioner Quis made a motion, seconded by Commissioner Von Canon, to approve the sole source between the County of Moore and Securitas Technology Corporation in the amount of \$34,800 for the labor and maintenance repairs on the Security Electronic Systems at the Rick Rhyne Public Safety Facility and authorize the Chairman to sign the sole source form. Chairman Picerno asked how they were performing, and Mr. Boles said he was very happy with their performance. The motion to approve carried 5-0. The sole source form is hereby incorporated as a part of these minutes by attachment as Appendix E.

Property Management – Request for Approval of Contract Amendment No. 5 with Judy D. Brooks Contractor, Inc.

Property Management Director Gene Boles presented a request for approval of an amendment to the contract with Judy D. Brooks for hauling shredded yard waste. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to approve Contract Amendment No. 5 for Judy D. Brooks Contractor, Inc. contract 2019-145 to be increased from \$200,000 to \$250,000 and authorize the Chairman to sign.

Administration – Request for Rejection of Bids for Aberdeen Collection Center

County Manager Wayne Vest requested the Board to reject all bids for the Aberdeen Collection Center project. Commissioner Quis asked what the low bid amount was, and Mr. Vest shared that it was over \$3M. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to reject all bids for the Aberdeen Collection Center project and authorize staff to modify the bid packet and re-bid.

Resolution Requesting State Funding for Sewer Infrastructure

County Manager Wayne Vest informed the Board of discussion with Rep. Jackson regarding potential funding availability, and he presented for the Board's consideration a resolution asking the State to consider an allocation to Moore County to add sewer lines along the Highway 211 corridor. Chairman Picerno commented regarding this being a vital piece of the puzzle and discussed that Rep. Jackson and Sen. McInnis had reached out. Mr. Vest read from a portion of the resolution and upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to adopt the resolution, which is hereby incorporated as a part of these minutes by attachment as Appendix F.

Resolution Condemning Hatred and Discrimination

Chairman Picerno shared that a citizen had reached out regarding action by the Board to condemn hatred and discrimination and he read a portion of a proposed resolution regarding the same. Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to adopt the resolution, which is hereby incorporated as a part of these minutes by attachment as Appendix G.

Resolution Supporting the Inalienable Right to Life

Chairman Picerno discussed that the previous Board of Commissioners had voted to forward a proposed pro-life resolution to the next Board when it was seated. He presented the resolution, which had been edited and reduced since that time and he read a portion of it. Commissioner Von Canon made a motion, seconded by Commissioner Cook, to adopt the resolution. Commissioner Ritter discussed his opinion that it would be the more conservative approach to not have a resolution from the commissioners but to let citizens individually contact their State representatives to express their opinions as it was such a broad issue. Commissioner Ritter expressed his support for the sanctity of life but said he did not see it falling under the purview of the commissioners to take a stance. Commissioner Quis discussed that the resolution was very difficult and personal and that each of them could thoughtfully and prayerfully consider the matter, which he said was not under the purview of this elected body. The motion to adopt the resolution carried 3-2 (*Von Canon, Cook, Picerno – for; Ritter, Quis – opposed*).

Parks and Recreation Non-Resident Participation

County Manager Wayne Vest reviewed information regarding the County's current policy to restrict participation in Parks and Recreation programs to County residents. Chairman Picerno asked Commissioner Cook, a member of the Parks and Recreation Advisory Board, to review that board's meeting discussion. Commissioner Cook shared information on the discussion held, including current parameters to prevent "stacking" of teams. Chairman Picerno asked Clerk Laura Williams to inquire with neighboring jurisdictions, specifically Lee and Richmond Counties, regarding their policies. He said this may be a future agenda item.

APPOINTMENTS

Board of Health

Upon motion made by Commissioner Ritter, seconded by Commissioner Von Canon, the Board voted 5-0 to reappoint Tom LoSapio as an at-large member to the Moore County Board of Health for a three-year term commencing May 1, 2023, and expiring April 30, 2026.

Juvenile Crime Prevention Council

Upon motion made by Commissioner Von Canon, seconded by Commissioner Cook, the Board voted 5-0 to reappoint Tori Price as the Sheriff's designee to the Juvenile Crime Prevention Council for an additional two-year term expiring April 30, 2025.

Nursing and Adult Care Home Community Advisory Committee

Upon motion made by Commissioner Von Canon, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Sandra Nusbaum to the Nursing and Adult Care Home Community Advisory Committee for an additional three-year term expiring April 30, 2026.

MANAGER'S REPORT

County Manager Wayne Vest updated the Board regarding former Commissioner Otis Ritter who was currently hospitalized.

Mr. Vest informed the Board of an upcoming Family Fun Day scheduled for April 29 and invited the commissioners to attend.

Mr. Vest shared that the Budget Task Force had met the previous day and the County was in great shape budget-wise and looking at a tax rate a little better than revenue neutral. Chairman Picerno reviewed the Board's commitment to keep taxes no more than the last year and make them less if they could and to keep public safety, schools, etc. at their current levels. Mr. Vest noted the County was required to publish the revenue neutral rate so they would show they had met that and bettered it.

COMMISSIONERS' COMMENTS

Chairman Picerno stressed again that for the tax rate, they were looking at being under revenue neutral.

Chairman Picerno shared that Congressman Hudson would be at the County's 911 center to receive an award the following Wednesday morning.

ADJOURNMENT

There being no further business, upon motion made by Commissioner Quis, seconded by Commissioner Von Canon, the Board voted 5-0 to adjourn the April 4, 2023, Regular Meeting of the Moore County Board of Commissioners at 11:50am.

Nick Picerno, Chairman

Laura M. Williams, Clerk to the Board



**MOORE COUNTY BOARD OF COMMISSIONERS
SPECIAL MEETING
TUESDAY, APRIL 4, 2023**

The Moore County Board of Commissioners convened for a Special Meeting jointly with the Moore County Airport Authority at 1:00pm, Tuesday, April 4, 2023, at the Moore County Airport, 7825 Aviation Drive, Carthage, NC.

The purpose of the meeting, duly advertised, was to orient the newly elected commissioners to the Airport, and to update the Board on the Airport's current and near-term projects and longer range plans.

Commissioners Present:

Chairman Nick Picerno, Vice Chairman Frank Quis, Jim Von Canon, John Ritter, Kurt Cook

Chairman Picerno called the meeting to order, and introductions were made.

Airport Authority Chairman Mike Jones, assisted by his fellow Authority members and Airport Manager Ron Maness, provided a presentation to the Board. The presentation is hereby incorporated as a part of these minutes by attachment as Appendix A.

There was discussion regarding timing of projects, particularly relating to the US Opens.

A request was made for the Board to support appropriations for infrastructure projects, to start an Airport infrastructure fund, and to consult the Business Advisory Council when considering new Authority members. Mr. Maness noted that the current Authority was one of the best with which he had ever worked. There was discussion regarding potentially asking the legislature to change the term limits for Authority members.

Chairman Picerno shared that he liked the rendering of the proposed new terminal. Authority member Tom McPherson noted that the FAA typically did not fund hangars or terminal work so they would go to the State as the most likely source of funding for it. Mr. McPherson indicated it could be very helpful if the County was partnered with the Airport regarding support of that request for more favorable consideration from the State.

Chairman Picerno discussed also partnership with the Convention and Visitors Bureau for funding as it related so much to tourism.

Mr. Peter Stilwell with Tarheel Communications reviewed upcoming events at the Airport.

Chairman Picerno suggested inquiring with Pinehurst also regarding funding since the terminal rendering was modeled to look like their facilities.

There was further discussion amongst all about upcoming events, community involvement, and the Airport as an integral part of the County's economic prosperity.

Commissioner Quis asked for an idea of how much funding the Airport was seeking from the County over the next five to ten years. Mr. McPherson indicated there was not a specific number but the property tax generated by the Airport would be about \$200,000/year so over five years they could have savings of \$1M. It was noted that funds generated by the Airport and fed back into the Airport resonated with the Airport community and could also be useful when lobbying the State. It was noted that the funds requested were not for an operational gap, and that most airports in the country did receive government support.

Partners in Progress Executive Director Natalie Hawkins discussed the Airport as an economic engine and a tremendous community asset. CVB Executive Director Phil Werz said it was great to see both entities (Board and Authority) meeting together on this day. A citizen, Mr. John Lewis, said the support the Board of Commissioners provided was invaluable, and he reinforced allocating property taxes generated by the Airport being allocated toward Airport improvements and operations.


Authority members and staff provided a tour of Airport facilities to the commissioners and County staff.

There being no further business, upon motion made by Commissioner Quis, seconded by Commissioner Ritter, the Board voted 5-0 to adjourn the April 4, 2023, Special Meeting of the Moore County Board of Commissioners at 2:15pm.

_____ Chairman

_____ Clerk

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Gary E. Briggs, Tax Administrator
DATE: April 10, 2023
SUBJECT: Tax Releases/Refunds – Month of March 2023
PRESENTER: Gary Briggs 

AGENDA PLACEMENT: Consent Agenda

REQUEST:

13 real/personal/motor vehicle releases totaling \$9,697.37.
43 real/personal/motor vehicle relief-refunds totaling \$10,690.83.

156 releases/refunds of less than \$100 each totaling \$5,231.04 were sent to the County Finance Officer for approval.

BACKGROUND:

The records have been checked and these releases/refunds verified; therefore, the Tax Administrator is asking for approval of the release/refund requests. According to General Statute 105-381, a taxpayer who has paid his taxes may request a refund (in writing) for the amount that was paid or billed through error. Additionally, General Statute 105-330 allows for a refund/release of certain motor vehicle bills. The attached sheets give the information for the taxpayers' reasons for their release/refund requests.

IMPLEMENTATION PLAN:

Through month-end procedures and by Tax Department Staff.

FINANCIAL IMPACT STATEMENT:

Total - \$20,388.20 (breakdown attached)

RECOMMENDATION SUMMARY:

These release/refund requests are approved as shown on the attached sheets.

SUPPORTING ATTACHMENTS:

Release/Refund Requests
Resolutions

REAL ESTATE / PERSONAL PROPERTY

RELEASES

OVER - \$100

March-23

<u>BILL YEAR</u>	<u>BILL NUMBER</u>	<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
2022	86272	KOMATSU FINANCIAL LIMITED PARTNERSHIP	PERSONAL PROPERTY KEYED IN ERROR	\$4,354.63
2022	1000488	COLLINSWOOD PARTNERS LLC	ANNEX BILLED-WILL REBILL-CLERICAL ERROR	\$1,582.15
2022	66594	MORGANTON PARK REALTY LLC	FIRE CREDIT - SOUTHERN PINES ANNEXATION	\$1,124.06
2022	1000344	BOEKA, RYAN LAYMAN	MILITARY	\$393.06
2022	86417	BROBECK, WESLEY ALAN	PERSONALD PROPERTY KEYED IN ERROR	\$376.65
2022	1002188	WICKS, JORDAN ROELLE	NO GAP-VEHICLE IN ANOTHER STATE	\$349.48
2022	65933	TERRAPIN HOLDINGS, LLC	FIRE CREDIT - VASS ANNEXATION	\$346.21
2022	43319	COLLINSWOOD PARTNERS LLC	FIRE CREDIT - ABERDEEN ANNEXATION	\$339.07
2022	1001248	SCIARRINO, JOANNA MARIE	NO GAP-VEHICLE IN ANOTHER STATE	\$218.60
2022	1001545	WISHART, JADEN TYLER	MILITARY	\$188.58
2022	55410	CARLYLE, DARYL R	FIRE CREDIT - ROBBINS ANNEXATION	\$163.52
2022	88565	FISHER, SANDY MARIE	MILITARY	\$147.49
2022	82839	TICZON-UNG, AILEEN MARIE	PERSONAL PROPERTY SOLD IN 2018	\$113.87
TOTAL				\$9,697.37

VTS/REAL ESTATE/PERSONAL PROPERTY

RELIEF - REFUNDS

OVER - \$100

March-23

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2022	VTS - 0068058336	ADVANCED CONCRETE FINISHING LLC	TAG SURRENDER	\$191.50
2021	VTS - 0065073280	ALLRED, ETTA LEANN	TAG SURRENDER	\$111.63
2022	VTS - 0070818766	ARNETT, AARON ALLAN	MILITARY	\$112.53
2022	VTS - 0049179761	BIRKHAUSER, THERESE & DAVID	TAG SURRENDER	\$124.74
2021	VTS - 0065791411	BRADLEY, SANDRA	TAG SURRENDER	\$127.37
2022	VTS - 0058175698	BRITT, ERIC & TARA	TAG SURRENDER	\$122.32
2022	VTS - 0052388746	BULLINS, THOMAS & BONNIE	TAG SURRENDER	\$168.15
2022	VTS - 0033865396	BURGESS, JOHN & LINDA	TAG SURRENDER	\$317.28
2022	VTS - 0071035282	BYRD, TIMOTHY ALAN	SITUS	\$239.29
2022	VTS - 0071086830	BYRD, TIMOTHY ALAN	SITUS	\$213.81
2022	VTS - 0046224691	CARING HEARTS FOR CANINES	EXEMPT	\$159.29
2022	VTS - 0070450371	CARING HEARTS FOR CANINES	EXEMPT	\$631.97
2022	VTS - 0064560714	CORSIGLIA, JAMES ANDREW	TAG SURRENDER	\$356.76
2022	VTS - 0068484704	CORWIN, ROCKY VAUGHN II	MILITARY	\$358.13
2022	VTS - 0064543498	CROWELL, JAMES ALLEN III	MILITARY	\$142.09
2022	VTS - 0040861049	DEMBOWSKI, SCOTT CHRISTOPHER	MILITARY	\$107.86
2022	VTS - 0069497689	DIXON, LINDA TERRY	TAG SURRENDER	\$142.15
2021	VTS - 0062994488	DUFFY, KATHRYN ANN	TAG SURRENDER	\$108.91
2022	VTS - 0057315875	FOX, DEBORAH GALLIHER	TAG SURRENDER	\$103.11
2022	VTS - 0064563385	GABLE, DAVID & MELISSA	TAG SURRENDER	\$335.38
2022	VTS - 0070428406	GARDNER, BOBBIE	TAG SURRENDER	\$107.80
2022	VTS - 0065387210	GELLMAN, ROBERT & CECELIA	TAG SURRENDER	\$186.87
2022	VTS - 0069759662	HANNAN, GLORIA ANNE	INCORRECT VALUE	\$225.33
2022	VTS - 0069811711	HASICK, KAREN LOUISE	TAG SURRENDER	\$105.60
2021	VTS - 0066889337	HIGH, KELLY ANNE	TAG SURRENDER	\$213.28

VTS/REAL ESTATE/PERSONAL PROPERTY

RELIEF - REFUNDS

OVER - \$100

March-23

<u>Bill Year</u>	<u>Bill Number</u>	<u>Customer Name</u>	<u>Reason</u>	<u>Refund Amount</u>
2022	VTS - 0044189852	HUBBARD, DOUGLAS & LISA	TAG SURRENDER	\$118.24
2022	VTS - 0047054799	JONES, RICHARD DAVID	TAG SURRENDER	\$104.14
2021	VTS - 0065688951	JORDAN-MASER, CAROLINE DAWN	TAG SURRENDER	\$149.05
2022	VTS - 0064545704	KOLLING, SAMUEL JAMES	MILITARY	\$182.83
2022	VTS - 0036705674	MATHEWS, BRUCE	MILITARY	\$177.29
2022	VTS - 0039668295	MCVICKER, LINDA HOPPING	TAG SURRENDER	\$332.10
2022	VTS - 0059415996	MEDLIN, MILDRED HEARNE	TAG SURRENDER	\$111.89
2022	VTS - 0069628548	MOBLEY, ROBERT HAYWOOD II	MILITARY	\$136.72
2021	VTS - 0066318020	MOORE, RODGER	TAG SURRENDER	\$148.50
2022	VTS - 0058419247	PITZER, KENNETH LAWRENCE	TAG SURRENDER	\$183.23
2022	VTS - 0063537951	PRESHER, JOSEPH DYLAN	MILITARY	\$105.20
2022	67977	REID, SHARON	RECEIVED PUV APPLICATION	\$2682.98
2022	VTS - 0050752828	ROGERS, SKYLER WINKLER	TAG SURRENDER	\$336.04
2022	VTS - 0068354194	SMITH, JAMES III & TYANNA	TAG SURRENDER	\$152.13
2022	VTS - 0068247323	SOTO, JONATHAN BENNASSAR	TAG SURRENDER	\$161.26
2022	VTS - 0070499446	VIRTUE, COLBY FORSIGH	TAG SURRENDER	\$263.68
2021	VTS - 0066307488	WALLACE, CARA LYNN	TAG SURRENDER	\$164.40
2022	VTS - 0069350697	WILLIAMS, SAMUEL GRILL	TAG SURRENDER	\$168.00
TOTAL				\$10,690.83

**RESOLUTION AUTHORIZING AND APPROVING
(DELINQUENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of delinquent taxes illegally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2023.

Nick Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

**RESOLUTION AUTHORIZING AND APPROVING
(CURRENT) RELEASES AND REFUNDS BY THE
TAX ADMINISTRATOR**

WHEREAS, Gary E. Briggs, Moore County Tax Administrator, has certified a list comprised of various county taxes illegally levied and assessed, the amount certified as being in excess of the amount legally due by the taxpayer and therefore should be released or refunded in accordance with General Statute 105-381.

BE IT RESOLVED by the Board of Commissioners of Moore County that the taxpayers shown on said list of releases and refunds submitted by Gary E. Briggs, Tax Administrator, are hereby granted such tax release or refund of the county taxes shown and the County Finance Director is directed to make said refunds.

Adopted this the _____ day of _____, 2023.

Nick Picerno, Chairman

ATTEST:

Laura M. Williams
Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Finance Director &
Chris Morgan, Assistant Finance Director

DATE: 04/10/2023

SUBJECT: Budget Amendments

PRESENTER: Caroline Xiong / Chris Morgan

REQUEST:

Approve the attached budget amendments and accept any grant funds awarded to the County associated with the budget amendment.

BACKGROUND:

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment. The amendments are:

	Department / Fund	Amount	Sources of Revenue	Justification	Journal
1.	Health	\$15,794 increase	Food and Lodging Grant – NC Division of Public Health	Funds to support Local Food and Lodging programs and activities.	100005
2.	Solid Waste	\$50,000 increase	Restricted funds – White Goods Program	Purchase of the White Goods Pad at the Landfill and 4-40 Yard Open top boxes.	100006
3.	Fund 215 Fire Protection Service District Fund	\$2,400 increase	Appropriated Fund Balance – Apparatus Allowance	Used towards the purchase of a new utility vehicle	100022
4.	Cooperative Extension	\$2,187 increase	Donations and fees for 4-H Camp fees	Classes, camps and FSC Program Registration fees	100033

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the General Fund for \$65,794, Multi-Year Fund for \$2,187, Fire Protection SVC District Fund for \$2,400 and to authorize the County Manager to proceed with the amendments and any actions required as a result.

RECOMMENDATION SUMMARY:

Recommend a motion to approve the following budget amendments as stated and accept any grant funds awarded to the County associated with the budget amendment.

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Health - Food & Lodging Grant FY2023

Revenue	10033071 35011	Environmental Health Grant	-	15,794	15,794
Expense	10039060 53110	Food & Lodging Grant Expense	-	15,794	15,794

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department:

Health

Increase or Decrease of Amount of Funding:

Increase Environmental Health Grant Revenue Account 10033071-35011 by \$15,794

Increase Environmental Health Food & Lodging Grant Expense 10039060-53110 by \$15,794

Source(s) of Funding:

NC Division of Public Health Agreement Addendum for FY23 Activity 874 Food and Lodging Grant.

Justification (please be specific):

In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities, and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties.

The FY23 Food & Lodging Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities.

These supplemental state funds of \$15,794 have a service period beginning on April 1, 2023 and ending on May 31, 2023. Funds must be used by the last day of the grant service period which is May 31, 2023.

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Solid Waste - Restricted Funds - White Good Program

Revenue	10019000 32950	Appropriated Fund Balance	18,263,246	50,000	18,313,246
Expense	10022000 53501	Equipment Maintenance & Repairs	120,119	50,000	170,119

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department:

Solid Waste

Increase or Decrease of Amount of Funding:

Increase in Appropriation from Restricted Funds-White Goods Program:

10019000 32950 Appropriated Fund Balance INCREASE \$50,000

10022000 53501 Maintenance and Repairs INCREASE \$50,000

Source(s) of Funding:

General Fund, White Goods Program-Restricted Funds

Justification (please be specific):

- Gravel for the White Goods Pad at the Landfill estimated total \$25,228.00
- 4-40 yard open top boxes totaling at \$24,772.00
- \$27.65 a ton
- Estimated 750 tons

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Fund 215 Fire Commission/Seven Lakes Fire Department - Appropriated Fund
Balance

Revenue	21519000 32950	Appropriated Fund Balance	224,768	2,400	227,168
Expense	21555500 56034	Seven Lakes Current Year Tax	309,809	2,400	312,209

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department: Fund 215 Fire Commission/Seven Lakes Fire Department

Increase or Decrease of Amount of Funding: Increase of \$2,400 from Fund Balance Apparatus Allowance for the purchase of a utility vehicle. The total amount of the utility vehicle will be \$20,000. The remaining \$17,600 will come from the Seven Lakes current year Apparatus Allowance that will be completed through a budget transfer once this budget amendment is approved. This funding request was approved by the Fire Commission on March 9, 2023.

Source(s) of Funding:

21555500 56034 Seven Lakes Fire INCREASE \$2,400

21519000 32950 Appropriated Fund Balance – Apparatus Allowance INCREASE \$2,400

Justification (please be specific):

Minutes from March 9, 2023, meeting for approval by the Fire Commission:

Seven Lakes Fire and Rescue presented a letter of intent with the capital expenditure request for the purchase of a Utility Vehicle to replace the current 2002 Ford F350 with 37000 miles but currently has major frame issues. Seven Lakes Fire and Rescue has consulted with their Board of Directors and feels that the vehicle should be replaced due to safety issues. The department plans to keep and repurpose the current 2002 Ford F350 but purchase a new Ford Expedition to replace it at a total cost of \$52,000 of which \$32,000 will come from department funds and the remaining \$20,000 is being requested from their capital escrow account. A motion was made and seconded to approve the capital expenditure request. Motion carried unanimously.

The balance left in reserve in Fund 215 for Seven Lakes is as follows (after this transaction):

\$51,659 in Building Reserve

\$63,963 in Apparatus Reserve

Total in Reserve for Seven Lakes Fire \$115,622

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
----------------------------	--------------------	-------------------------	-------------------

Cooperative Extension - Donations from Master Gardener and fees for 4-H Camp

Revenue	24024020 32518	Master Gardener	12,230	735	12,965
Expense	24025020 53252	Master Gardener	10,851	735	11,586
Revenue	24024020 32519	4-H	14,850	375	15,225
Expense	24025020 53253	4-H	14,850	375	15,225
Revenue	24024020 32523	Family & Consumer Sciences Fee	562	327	889
Expense	24025020 53983	Family & Consumer Sciences	612	327	939
Revenue	24018020 32502	Donations	5,462	700	6,162
Expense	24025020 53922	Donations Expense	5,462	700	6,162
Revenue	24018020 32524	Family & Consumer SCI Donations	50	50	100
Expense	24025020 53983	Family & Consumer Sciences	612	50	662

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department:

Cooperative Extension

Increase or Decrease of Amount of Funding:

1. Class fees & donations for Master Gardener Program \$735.00 increase
2. Fee for 4-H Programs & Donations \$375.00 increase
3. Registration fees FCS classes \$327.00 increase
4. Donation for Extension Program Supplies \$700.00 increase
5. Donation for FCS Programing 50.00 increase

Source(s) of Funding:

1. 24024020 32518 – Master Gardener
24025020 53252 – Master Gardener
2. 24024020 32519 – 4-H
24025020 53253 – 4-H
3. 24024020 32520 – FCS Fees
24025020 53254 – FCS Fees
4. 24018020 32502 – Donations
24025020 53922 – Donations
5. 24028020 32524 – Family and Consumer Sciences Donations
24025020 53254 - Family and Consumer Sciences Donations

Justification (please be specific):

1. Funds allocated from Master Gardener class fees, & donations
2. Funds allocated from Fees for 4-H Camp
3. Funds allocated from FCS Class Fees
4. Funds allocated from Donation for Extension Program Supplies
5. Funds allocated from donation to FCS program

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline Ly Xiong, Finance Director

DATE: 04/10/23

SUBJECT: FY2023 JCPC Funding Plan Revision & Discretionary Funds

PRESENTER: Caroline Ly Xiong

REQUEST:

1) Approve the Juvenile Crime Prevention Council's Funding Plan Revision for FY2023 as presented and authorize the County Finance Director to execute the Program Revisions, County Funding Allocation and any future required document revisions with an amount not to exceed the \$241,813 (\$181,745 +\$60,068 expansion funds for Raise the Age) state grant amount. All Program Agreements and revisions are to be reviewed and approved by legal before executing.

2) Approve a request from JCPC Council to authorize current agencies to apply for discretionary funds for equipment and capital needs and authorize the County Finance Director to execute the Program Revisions, County Funding Allocation (Revision) and any additional future required documents related to the discretionary funds.

BACKGROUND:

The County of Moore projects to receive \$241,813 from the North Carolina Department of Public Safety, Division of Juvenile Justice and Delinquency Prevention to fund services to youths most at risk of court involvement. North Carolina Statutes authorizes each County to create a Juvenile Crime Prevention to oversee the disbursement of these funds, as well as to monitor the recipients and to appoint its members. The Moore County Juvenile Crime Prevention Council recommended funding three agencies as part of the County budget process and \$12,962 for JCPC Certification.

At its **April 5, 2022** meeting the Council approved the following funding:

JCPC: \$12,962 for the Administration Officer. The \$12,962 is to provide a resource employee to assist with administrative support, food & provisions and office supplies.

Moore County Youth Services: \$88,413 to provide juvenile restitution, teen court and interpersonal skill building.

Moore Family Connections: \$88,413 for Juvenile Structured Day Program to offer an alternative to suspension for middle and high school students.

Boys & Girls Club of the Sandhills: \$52,025 for interpersonal skill building in the afterschool and summer programs.

At its **April 4, 2023** meeting the Council approved the following changes:

JCPC: \$12,962 for the Administration Officer from State funding only. The \$12,962 is to provide a resource employee to assist with administrative support, food & provisions and office supplies. The total amount of the program was increased to \$15,418 to cover additional salary increases. The net increase is \$2,456 which is a County Match.

IMPLEMENTATION PLAN:

Once the funding plan revision is approved, the appropriate Program Agreement Revisions and other required documents will be forwarded to the NC Department of Public Safety, Division of Juvenile Justice and Delinquency Prevention for its final approval.

FINANCIAL IMPACT STATEMENT:

The funding for these services is provided from the State. Local funding is provided by local cash match and local in-kind match. **The additional cash match funding for the JCPC Administration is \$2,456, and the funding will come from the Sheriff Department's salaries budget (10019505 51200).**

RECOMMENDATION SUMMARY:

- 1) Approve the Juvenile Crime Prevention Council's Funding Plan Revision for FY2023 as presented and authorize the County Finance Director to execute the Program Revisions, County Funding Allocation and any future required document revisions with an amount not to exceed the \$241,813 (\$181,745 + \$60,068 expansion funds for Raise the Age) state grant amount. All Program Agreements and revisions are to be reviewed and approved by legal before executing.
- 2) Approve a request from JCPC Council to authorize current agencies to apply for discretionary funds for equipment and capital needs and authorize the County Finance Director to execute the Program Revisions, County Funding Allocation (Revision) and any additional future required documents related to the discretionary funds.

SUPPORTING ATTACHMENTS:

County Funding Plan (Revised)

JCPC Program Agreement Revision for JCPC Administration Program

Moore County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 241,813 Local Match: \$ 85,609 Rate: 30%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	JCPC Administrative	\$12,962	\$2,456					\$15,418	16%
2	Boys and Girls Club of the Sandhills	\$52,025		\$15,608				\$67,633	23%
3	Family Connections-Juvenile Structured Day Program	\$88,413		\$20,000	\$16,000			\$124,413	29%
4	Moore County Youth Services Programs	\$88,413	\$2,161		\$29,384			\$119,958	26%
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$241,813	\$4,617	\$35,608	\$45,384			\$327,422	26%

The above plan was derived through a planning process by the Moore County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2022-2023

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

DPS Use Only	
Reviewed by	3/27/23 Date
Reviewed by	3-27-23 Date
Verified by _____	_____ Date
Designated State Office Staff	

Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer



North Carolina Department of Public Safety

Juvenile Justice and Delinquency Prevention

JCPC Program Agreement Revision

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 22-23	DPS/JCPC FUNDING # (cont only)	363-11453
COUNTY:	Moore	AREA:	Piedmont Area
NAME OF PROGRAM:	JCPC Administration		
SPONSORING AGENCY:	Moore County		

Name:	Annette McGraw	Title:	JCPC Chair		
Mailing Address:	P.O. Box 905	City:	Carthage	Zip:	28327
Phone:	(910) 947-4016				

Program Manager Name & Address (same person on signature page)

THE REASONS FOR THIS BUDGET REVISION ARE AS FOLLOWS:

- | | |
|---|--|
| <input type="checkbox"/> INCREASE IN DPS/JCPC REVENUES | <input type="checkbox"/> DECREASE IN DPS/JCPC REVENUES |
| <input checked="" type="checkbox"/> INCREASE IN OTHER REVENUES | <input type="checkbox"/> DECREASE IN OTHER REVENUES |
| <input type="checkbox"/> CAPITAL EXPENDITURE ADJUSTMENT | <input type="checkbox"/> CONTRACTED SERVICE ADJUSTMENT |
| <input type="checkbox"/> LAPSED SALARY ADJUSTMENT | <input checked="" type="checkbox"/> LINE ITEM ADJUSTMENT |
| <input type="checkbox"/> CHANGE IN COMPONENT (attach revised Component Narrative) | |

COMMENTS: Our JCPC Administrative Assistant has been promoted to be a supervisor. The County is requesting a budget adjustment to the JCPC Administration budget by transferring unspent funds from food and provisions and office supplies to the salaries. Any salaries or fringe benefits not covered by JCPC funds will be paid by the County even though 20% of the Administrative Assistant' salaries and fringe benefits should be charged to the JCPC Program.

LINE ITEMS IN THE CURRENT DPS/JCPC APPROVED BUDGET ARE BEING ADJUSTED AS FOLLOWS:

Item #	Increase	Decrease	Explanation
120	\$905		JCPC Administrative Assistant has been promoted to a supervisor, so her salary was increased.
120	\$2,456		County will cover increase in salary cost due to promotion to supervisor.
220		\$205	JCPC Council had fewer meetings in person this year.
260		\$700	The Administrative Assistant will not make any big purchases in office supplies this year.
Total	\$3,361	\$905	Difference \$2,456

BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 22-23
Item #	Justification	Expense	In Kind Expense
120	Personnel: JCPC Administrative Support position (20% of salaried position)	\$9,041	
120	Internal Promotion from Sheriffs office to Supervisor	\$2,456	
180	FICA/Medicare (622), Retirement (1,018), 401K (122), Health Ins (1,880), Life Ins (29), Wellness Assessment (100) = \$3,771	\$3,771	
220	Food for JCPC meetings	\$100	
260	Paper, pens, notebooks, and supplies for JCPC usage	\$50	
TOTAL		\$15,418	\$0

Job Title	Annual Expense Wages	Annual In Kind Wages
JCPC Administrative Support (12 month position, 20% of salaried position)	\$11,497	
TOTAL	\$11,497	\$0

Fiscal Year: FY 22-23

Number of Months: 12

	Cash	In Kind	Total
I. Personnel Services	\$15,268		\$15,268
120 Salaries & Wages	\$11,497		\$11,497
180 Fringe Benefits	\$3,771		\$3,771
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials	\$150		\$150
210 Household & Cleaning			\$0
220 Food & Provisions	\$100		\$100
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials	\$50		\$50
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services			\$0
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding			\$0
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
IV. Fixed Charges & Other Expenses			\$0
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$15,418		\$15,418

SOURCES OF PROGRAM REVENUE (ALL SOURCES)

CURRENT BUDGET REVENUE			NEW BUDGET REVENUE		
\$12,962			\$12,962		
DPS/JCPC Funds			DPS/JCPC Funds		
			\$2,456	County funds	
County Cash	Source of County Cash		County Cash	Source of County Cash	
Local Cash 1	Source of Local Cash 1		Local Cash 1	Source of Local Cash 1	
Local Cash 2	Source of Local Cash 2		Local Cash 2	Source of Local Cash 2	
\$0			\$0		
Local In-Kind	Source of Local In-Kind		Local In-Kind	Source of Local In-Kind	
Local In-Kind 1	Source of Local In-Kind 1		Local In-Kind 1	Source of Local In-Kind 1	
Local In-Kind 2	Source of Local In-Kind 2		Local In-Kind 2	Source of Local In-Kind 2	
Local In-Kind 3	Source of Local In-Kind 3		Local In-Kind 3	Source of Local In-Kind 3	
Local In-Kind 4	Source of Local In-Kind 4		Local In-Kind 4	Source of Local In-Kind 4	
Local In-Kind 5	Source of Local In-Kind 5		Local In-Kind 5	Source of Local In-Kind 5	
Other 1	Source of Other 1		Other 1	Source of Other 1	
Other 2	Source of Other 2		Other 2	Source of Other 2	
Other 3	Source of Other 3		Other 3	Source of Other 3	
Other 4	Source of Other 4		Other 4	Source of Other 4	
\$12,962			\$15,418		
TOTAL			TOTAL	DIFFERENCE	\$2,456
\$0	0%	\$0	\$0	0%	\$2,456
Required Local Match	Local Match Rate	Local Match Provided	Required Local Match	Local Match Rate	Local Match Provided

Authorizing Official, Department of Public Safety

Date

Chair, County Board of Commissioners or County Finance Director

Date

Chair, Juvenile Crime Prevention Council

Date

Program Manager

Date

III.F.
Agenda Item:
Meeting Date: April 18, 2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Moore County Health Department

DATE: April 10, 2023

SUBJECT: FY 23 Activity 874 Food and Lodging Agreement Addendum

REQUEST: That the Moore County Board of Commissioners approve the Moore County Health Department's request to accept funding in the amount of \$15,794 as per the FY23 Activity 874 Activity 874 Food and Lodging Agreement Addendum.

BACKGROUND: In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities, and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties.

The Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities.

Due to the late date of receiving the funding and the time critical grant service period, these funds will be used to support salaries within the Moore County Environmental Health Food and Lodging division.

FINANCIAL IMPACT: No local funds are required.

IMPLEMENTATION PLAN: Upon approval by the Moore County Board of Commissioners, the Health Director will take all necessary steps to execute the FY23 Activity 874 Food and Lodging Agreement Addendum. The budget amendment for the additional funds of \$15,794 is part of the consent agenda budget amendments approved earlier. The general ledger accounts are 10033071-35011 (Environmental Health Grant Revenue) and 1003906-53110 (Food and Lodging Grant Expense).

RECOMMENDATION SUMMARY: That the Moore County Board of Commissioners make a motion to approve the Moore County Health Department's request to accept funding in the amount of \$15,794 as per the FY23 Activity 874 Food and Lodging Agreement Addendum.

ATTACHMENTS: FY23 Activity 874 Food and Lodging Agreement Addendum

Division of Public Health

Agreement Addendum

FY 22-23

Page 1 of 3

Moore County Health Department
Local Health Department Legal Name

874 Food and Lodging
Activity Number and Description

04/01/2023 – 05/31/2023

Service Period

05/01/2023 – 06/30/2023

Payment Period

- ☒ Original Agreement Addendum
☐ Agreement Addendum Revision # _____

Environmental Health Section/
Food Protection and Facilities Branch
DPH Section / Branch Name

Shane Smith (919) 707-5872
shane.smith@dhhs.nc.gov

DPH Program Contact
(name, phone number, and email)

DPH Program Signature
(only required for a negotiable Agreement Addendum)

Date

I. Background:

In order to fund a portion of local expenditures created by state-mandated Food, Lodging, and Institution (Food and Lodging) sanitation programs and activities, the legislature established a State Inspections, Statistics, and Fees Program within the Environmental Health Section. This program centralizes public health data, invoices regulated facilities, and distributes the funds in accordance with G.S. 130A-248(d). The receipts collected are redistributed to local environmental health programs in the form of aid to counties.

II. Purpose:

The Agreement Addendum allows for the Local Health Department's environmental health program to implement state-mandated sanitation regulations. The funds from this Agreement Addendum are to be used to support local Food and Lodging programs and activities. The disbursement and fund purpose are described under "Regulation of food and lodging establishments" in North Carolina General Statute 130A-248(d) and under "Disbursements of Funds" in North Carolina Administrative Code 15A NCAC 18A .2901.

III. Scope of Work and Deliverables:

The Local Health Department Food and Lodging funds are distributed based on the attached *Food and Lodging Distribution Calculations* spreadsheet. The Local Health Department shall use this funding for food, lodging, and institution sanitation programs and activities.

Assuring consistency and quality of Food and Lodging permitting and inspection activities is essential to effective program implementation. Inconsistency or failure to apply permitting and inspection rules creates liability for the county and the Local Health Department and may lead to a loss of confidence

Health Director Signature (use blue ink or verifiable digital signature)

Date

LHD to complete:

[For DPH to contact in case
follow-up information is needed.]

LHD program contact name: _____

Phone and email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Template rev. August 2021

from the public and operators. To provide for consistency and quality within the Food and Lodging Program, and as part of this Agreement Addendum, the Local Health Department shall maintain an internal Quality Assurance Plan.

A summary of the previous year's approved Quality Assurance Plan activities (January 1, 2022-December 31, 2022) must be submitted to the Environmental Health Regional Specialist for review by **April 30, 2023**.

IV. Performance Measures / Reporting Requirements:

1. Performance Measures

- a. The Local Health Department shall ensure funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d).

2. Reporting Requirements

Complete the following report via the Smartsheet dashboard, which can be accessed at <https://app.smartsheet.com/b/publish?EQBCT=82018408e7b44ef9b44e113b6e536ffb>.

- a. By May 31, 2023, provide an attestation ensuring that funds are used for Food and Lodging sanitation programs and activities in accordance with G.S. 130A-248(d).
- b. By April 30, 2023, submit a summary of the previous year's Food Protection Program Quality Assurance Plan activities (January 2022–December 2022) by email to the Environmental Health Regional Specialist.
- c. By April 30, 2023, submit its current Food Protection Program Quality Assurance Plan (January 2023–December 2023) by email to the Environmental Health Regional Specialist.

V. Performance Monitoring and Quality Assurance:

The Food Protection and Facilities Branch will review annual required inspection data submitted electronically to the Environmental Health Inspections Data System to assure required food, lodging, and institution inspections are completed at the frequency required. Failure to complete required inspections will cause the Local Health Department to lose funding.

During program monitoring activities, Environmental Health Regional Specialists may review documentation to verify that the approved Quality Assurance Plan is being implemented.

If the Local Health Department Food and Lodging program is not in compliance with an approved Quality Assurance Plan, a corrective action plan must be submitted via the Smartsheet link above within 30 days, to the Environmental Health Regional Specialist indicating how deficiencies will be addressed.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If

AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

2. **With this signed Agreement Addendum, the Local Health Department is required to submit a signed and completed *Food and Lodging Local Health Department Request for Payment* form (DPH EH 2948) to request funds. Reimbursement will not be made until this Agreement Addendum and the DPH EH 2948 form is fully executed. Requests for Payment forms will be processed during the period May 1, 2023 through June 2, 2023. Requests received after **June 2, 2023** will not be processed.**

874 Food and Lodging Distribution Calculations Spreadsheet FY2022-23, April 1-May 31, 2023

Co. ID	County	% for FY21-22	1st (1)	2nd (2a)	3rd (2b)	Total
001	Alamance	100%	\$750	\$31,290	\$25,061	\$ 57,101
002	Alexander	98%	\$750	\$4,170		\$ 4,920
D2	Alleghany	56%	\$750	\$1,511		\$ 2,261
004	Anson	100%	\$750	\$3,529	\$2,826	\$ 7,105
D2	Ashe	71%	\$750	\$4,016		\$ 4,766
D6	Avery	27%	\$750	\$1,429		\$ 2,179
007	Beaufort	100%	\$750	\$10,170	\$8,146	\$ 19,066
D1	Bertie	86%	\$750	\$2,945		\$ 3,695
009	Bladen	77%	\$750	\$5,114		\$ 5,864
010	Brunswick	72%	\$750	\$20,661		\$ 21,411
011	Buncombe	70%	\$750	\$54,376		\$ 55,126
012	Burke	67%	\$750	\$9,317		\$ 10,067
013	Cabarrus	76%	\$750	\$31,904		\$ 32,654
014	Caldwell	24%	\$750	\$3,051		\$ 3,801
D1	Camden	50%	\$750	\$649		\$ 1,399
016	Carteret	77%	\$750	\$16,542		\$ 17,292
017	Caswell	100%	\$750	\$1,712	\$1,372	\$ 3,834
018	Catawba	100%	\$750	\$34,559	\$27,680	\$ 62,989
019	Chatham	100%	\$750	\$13,907	\$11,138	\$ 25,795
020	Cherokee	100%	\$750	\$7,835	\$6,276	\$ 14,861
D1	Chowan	86%	\$750	\$2,990		\$ 3,740
022	Clay	100%	\$750	\$2,335	\$1,870	\$ 4,955
023	Cleveland	93%	\$750	\$16,890		\$ 17,640
024	Columbus	53%	\$750	\$5,858		\$ 6,608
025	Craven	99%	\$750	\$19,367		\$ 20,117
026	Cumberland	51%	\$750	\$33,768		\$ 34,518
D1	Currituck	95%	\$750	\$7,641		\$ 8,391
028	Dare	100%	\$750	\$24,648	\$19,741	\$ 45,139
029	Davidson	88%	\$750	\$21,553		\$ 22,303
030	Davie	100%	\$750	\$7,317	\$5,860	\$ 13,927
031	Duplin	36%	\$750	\$4,054		\$ 4,804
032	Durham	56%	\$750	\$41,263		\$ 42,013
033	Edgecombe	32%	\$750	\$2,906		\$ 3,656
034	Forsyth	52%	\$750	\$35,887		\$ 36,637
035	Franklin	80%	\$750	\$6,974		\$ 7,724
036	Gaston	81%	\$750	\$34,550		\$ 35,300
D1	Gates	80%	\$750	\$1,245		\$ 1,995
038	Graham	36%	\$750	\$803		\$ 1,553
D3	Granville	42%	\$750	\$3,618		\$ 4,368
040	Greene	100%	\$750	\$3,684	\$2,951	\$ 7,385
041	Guilford	65%	\$750	\$69,683		\$ 70,433
042	Halifax	36%	\$750	\$3,717		\$ 4,467
043	Harnett	72%	\$750	\$11,320		\$ 12,070
044	Haywood	88%	\$750	\$14,932		\$ 15,682
045	Henderson	52%	\$750	\$13,653		\$ 14,403
D1	Hertford	49%	\$750	\$2,492		\$ 3,242
047	Hoke	92%	\$750	\$6,158		\$ 6,908
048	Hyde	57%	\$750	\$1,863		\$ 2,613
049	Iredell	73%	\$750	\$25,380		\$ 26,130
050	Jackson	99%	\$750	\$12,894		\$ 13,644
Subtotals:			\$37,500	\$698,130	\$112,921	\$848,551

	1st (1)	2nd (2a)	3rd (2b)	Total
TOTALS:	\$ 75,000	\$ 1,628,437	\$ 470,886	\$ 2,174,323

Co. ID	County	% for FY21-22	1st (1)	2nd (2a)	3rd (2b)	Total
051	Johnston	100%	\$750	\$39,696	\$31,794	\$ 72,240
052	Jones	100%	\$750	\$1,297	\$1,039	\$ 3,086
053	Lee	62%	\$750	\$8,622		\$ 9,372
054	Lenoir	28%	\$750	\$3,356		\$ 4,106
055	Lincoln	53%	\$750	\$6,765		\$ 7,515
056	Macon	84%	\$750	\$9,415		\$ 10,165
057	Madison	22%	\$750	\$913		\$ 1,663
D4	Martin	51%	\$750	\$2,646		\$ 3,396
D7	McDowell	100%	\$750	\$9,185	\$7,356	\$ 17,291
060	Mecklenburg	100%	\$750	\$244,455	\$195,793	\$ 440,998
D6	Mitchell	37%	\$750	\$1,190		\$ 1,940
062	Montgomery	93%	\$750	\$4,488		\$ 5,238
063	Moore	64%	\$750	\$15,044		\$ 15,794
064	Nash	99%	\$750	\$19,521		\$ 20,271
065	New Hanover	84%	\$750	\$51,259		\$ 52,009
066	Northampton	2%	\$750	\$44		\$ 794
067	Onslow	100%	\$750	\$31,342	\$25,103	\$ 57,195
068	Orange	100%	\$750	\$25,738	\$20,614	\$ 47,102
069	Pamlico	100%	\$750	\$2,906	\$2,327	\$ 5,983
D1	Pasquotank	74%	\$750	\$6,681		\$ 7,431
071	Pender	99%	\$750	\$12,894		\$ 13,644
D1	Perquimans	79%	\$750	\$2,214		\$ 2,964
073	Person	40%	\$750	\$2,719		\$ 3,469
074	Pitt	92%	\$750	\$31,890		\$ 32,640
075	Polk	92%	\$750	\$5,347		\$ 6,097
076	Randolph	72%	\$750	\$18,344		\$ 19,094
077	Richmond	100%	\$750	\$7,576	\$6,068	\$ 14,394
078	Robeson	20%	\$750	\$4,618		\$ 5,368
079	Rockingham	100%	\$750	\$15,515	\$12,427	\$ 28,692
080	Rowan	94%	\$750	\$21,462		\$ 22,212
D7	Rutherford	100%	\$750	\$12,246	\$9,808	\$ 22,804
082	Sampson	67%	\$750	\$7,336		\$ 8,086
083	Scotland	93%	\$750	\$5,550		\$ 6,300
084	Stanly	100%	\$750	\$12,921	\$10,349	\$ 24,020
085	Stokes	75%	\$750	\$4,981		\$ 5,731
086	Surry	82%	\$750	\$13,999		\$ 14,749
087	Swain	68%	\$750	\$4,658		\$ 5,408
088	Transylvania	42%	\$750	\$3,727		\$ 4,477
D4	Tyrrell	50%	\$750	\$571		\$ 1,321
090	Union	100%	\$750	\$33,002	\$26,433	\$ 60,185
D3	Vance	48%	\$750	\$4,160		\$ 4,910
092	Wake	75%	\$750	\$157,733		\$ 158,483
093	Warren	50%	\$750	\$1,764		\$ 2,514
D4	Washington	43%	\$750	\$1,049		\$ 1,799
D2	Watauga	67%	\$750	\$11,056		\$ 11,806
096	Wayne	71%	\$750	\$16,579		\$ 17,329
097	Wilkes	100%	\$750	\$11,053	\$8,854	\$ 20,657
098	Wilson	89%	\$750	\$16,071		\$ 16,821
099	Yadkin	53%	\$750	\$4,510		\$ 5,260
D6	Yancey	8%	\$750	\$199		\$ 949
Subtotals:			\$37,500	\$930,307	\$357,965	\$1,325,772

D1-Albemarle Regional Health Services-	\$ 32,857	Bertie, Camden, Chowan, Currituck, Gates, Hertford, Pasquotank, Perquimans
D2-Appalachian District Health Department-	\$ 18,833	Alleghany, Ashe, Watauga
D3-Granville-Vance District Health Department-	\$ 9,278	Granville, Vance
D4-Martin-Tyrrell-Washington District Health Department-	\$ 6,516	Martin, Tyrrell, Washington
D6-Toe River District Health-	\$ 4,119	Avery, Mitchell
D7-Foothills Health District-	\$ 40,095	McDowell, Rutherford

FOOD & LODGING LOCAL HEALTH DEPARTMENT REQUEST FOR PAYMENT

SFY 23

Division of Public Health

16001C6323

NCAS Number

Activity 874

04/01/2023 05/31/2023
Effective Date Termination Date

LHD: Moore County Health Department

Activity: Food & Lodging Distribution

LHD's Project Director: _____

Distribution – indicate with a check mark all that apply

- ☒ 15A NCAS 18A.2901(1) (\$750 Baseline distribution)
- ☒ 15A NCAS 18A.2901(2)(a) (Distribution based on inspection percentage)
- ☒ 15A NCAS 18A.2901(2)(b) (Distribution based on 100% inspection rate)

AMOUNT REQUESTED

\$15,794

THIS SECTION FOR DPH USE ONLY:

Company 2B01

Account	Center
536560874	1153-4752-SZ63

As chief executive officer of the recipient organization, I hereby certify that this request for payment is an accurate reflection of funds to be disbursed in accordance with 15A NCAC 18A.2901 "Disbursement of Funds". I further certify that to the best of my knowledge and belief we have complied with all laws, regulations and contractual provisions that are conditions of payment under this agreement.

LHD Authorized Official Signature

Date

LHD Finance Officer Signature

Date

DPH Environmental Health Section Signature

Date

DPH Contracts Officer Signature

Date

Agenda Item: III.G.
Meeting Date: April 18, 2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Richard Smith – Capital Projects Manager

DATE: March 31, 2023

SUBJECT: Moore County New Courthouse and Renovation – Change Orders #2-5 to Contract

REQUEST: This is a request to review and approve the attached **Change Orders #2-5** with **New Atlantic Contracting Inc.** at 2635 Reynolda Road, Winston-Salem, NC for the construction of the proposed Court House Facility.

BACKGROUND: The Change Orders are made up of fifteen (15) items. These items are listed in detail and with all backups attached within the Change Orders #2-5

FINANCIAL IMPACT:

The Contract Sum prior to this Change Order was.....\$41,125,000.00

The Contract Sum will be changed by these Change Orders in the amount of...\$292,226.00

The new Contract Sum including this Change Order will be.....\$41,646,208.00

The Contract duration will be changed by..... 0 Days

The change order amount of \$292,226 is budgeted in account 43268055 55807 (Contingency).

RECOMMENDATION SUMMARY: To make a motion to approve the attached **Change Orders #2 –5 Standard Form of Change Order Between Owner and Contractor** and have the Chairman of the Board execute the same.

SUPPORTING ATTACHMENTS: **Moore County New Courthouse and Renovation Change Orders #2 –5 Standard Form of Agreement Between Owner and Contractor** and all supporting backup documents.

Moore County New Courthouse and Renovation

Change Order Number: 02

Project # 582405

To Contractor:

New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

Change Order Date: 11/08/2022

Contract Date: 06/13/2021

The Contract is hereby revised by the following items:

PCO	Description	Days	Amount
GS 001R2	Post Bid Addendum #1	0	\$35,810.00
GS 006	Existing Water Line Location on Saunders St	0	\$29,936.00
GS 007R	Dowd Street Pavement Profile per NCDOT Requirements	0	\$17,185.00
GS 009	RFI 007 - Asphalt Pavement Detail	0	\$8,422.00
Total for this Change Order:		0 Days	\$91,353.00

The original Contract Sum was..... \$41,125,000.00
Sum of changes by prior Change Orders..... \$228,982.00
The Contract Sum prior to this Change Order was..... \$41,353,982.00
The Contract Sum will be changed by this Change Order in the amount of..... \$91,353.00
The new Contract Sum including this Change Order will be..... \$41,445,335.00
The Contract duration will be changed by..... 0 Days
The revised Substantial Completion date as of this Change Order is..... 7/29/2024

ARCHITECT

Moseley Architects
6210 Ardrey Kelly Road, Suite 425
Charlotte, NC 28277

CONTRACTOR

New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

OWNER

Moore County-NC
PO Box 905
One Courthouse Square
Carthage, NC 28327

SIGNATURE

Paul E.

SIGNATURE

Riley Adkin GS

SIGNATURE

DATE 11/8/2022

DATE

11/9/22

DATE

Moore County New Courthouse and Renovation

Change Order Number: 03

Project # 582405

To Contractor:

New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

Change Order Date: 11/08/2022

Contract Date: 06/13/2021

The Contract is hereby revised by the following items:

PCO	Description	Days	Amount
GS 011	Brick Allowance Overage	0	\$36,547.00
GS 014	Contaminated Soils	0	\$42,281.00
GS 016	Toilet and Bath Accessories - Refillable Sanitation Items	0	\$1,133.00
Total for this Change Order:		0 Days	\$79,961.00

The original Contract Sum was..... \$41,125,000.00
 Sum of changes by prior Change Orders..... \$320,335.00
 The Contract Sum prior to this Change Order was..... \$41,445,335.00
 The Contract Sum will be changed by this Change Order in the amount of..... \$79,961.00
The new Contract Sum including this Change Order will be..... \$41,525,296.00
 The Contract duration will be changed by..... 0 Days
 The revised Substantial Completion date as of this Change Order is..... 7/29/2024

ARCHITECT

Moseley Architects
6210 Ardrey Kelly Road, Suite 425
Charlotte, NC 28277

CONTRACTOR

New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

OWNER

Moore County-NC
PO Box 905
One Courthouse Square
Carthage, NC 28327

SIGNATURE

Paul E.

SIGNATURE

Ricky Alkin GS

SIGNATURE

DATE 11/8/2022

DATE 11/9/22

DATE

Moore County New Courthouse and Renovation

Change Order Number: 04

Project # 582405

To Contractor:

New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

Change Order Date: 11/08/2022

Contract Date: 06/13/2021

The Contract is hereby revised by the following items:

PCO	Description	Days	Amount
GS 013R	RFI 052 - Existing Site Retaining Wall	0	\$38,513.00
GS 019	FC 013 - Platform Lift Emergency Power	0	\$3,018.00
GS 021	Temp ADA Ramps @ Roundabout	0	\$2,656.00
GS 023	FC 019 - Civil Evidence 139 Wall Height	0	\$2,563.00
GS 025	Storm Conflicts @ Storm Structure 27	0	\$4,849.00
GS 028	Network Jacks - No Cost Change	0	\$0.00
Total for this Change Order:		0 Days	\$51,599.00

The original Contract Sum was..... \$41,125,000.00
Sum of changes by prior Change Orders..... \$400,296.00
The Contract Sum prior to this Change Order was..... \$41,525,296.00
The Contract Sum will be changed by this Change Order in the amount of..... \$51,599.00
The new Contract Sum including this Change Order will be..... \$41,576,895.00
The Contract duration will be changed by..... 0 Days
The revised Substantial Completion date as of this Change Order is..... 7/29/2024

ARCHITECT

Moseley Architects
6210 Ardrey Kelly Road, Suite 425
Charlotte, NC 28277

CONTRACTOR

New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106


OWNER

Moore County-NC
PO Box 905
One Courthouse Square
Carthage, NC 28327

SIGNATURE



SIGNATURE



11/10/22

SIGNATURE

DATE 11/8/2022

DATE

DATE

Moore County New Courthouse and Renovation

Change Order Number: 05

Project # 582405

To Contractor:

New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

Change Order Date: 11/08/2022

Contract Date: 06/13/2021

The Contract is hereby revised by the following items:

<u>PCO</u>	<u>Description</u>	<u>Days</u>	<u>Amount</u>
GS 017	Video Surveillance System from Hanwha to the Genetec	0	\$60,407.00
GS 020	Security Electronics Camers @ Clerks Office	0	\$8,906.00
Total for this Change Order:		0 Days	\$69,313.00

The original Contract Sum was.....	\$41,125,000.00
Sum of changes by prior Change Orders.....	\$451,895.00
The Contract Sum prior to this Change Order was.....	\$41,576,895.00
The Contract Sum will be changed by this Change Order in the amount of.....	\$69,313.00
The new Contract Sum including this Change Order will be.....	\$41,646,208.00
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Change Order is.....	7/29/2024

ARCHITECT

Moseley Architects
6210 Ardrey Kelly Road, Suite 425
Charlotte, NC 28277

CONTRACTOR

New Atlantic Contracting, Inc.
2635 Reynolda Road
Winston Salem, NC 27106

OWNER

Moore County-NC
PO Box 905
One Courthouse Square
Carthage, NC 28327

SIGNATURE

Paul E.

SIGNATURE

R. A. K. GS

SIGNATURE

DATE 11/8/2022

DATE 11/10/22

DATE _____

III.H.
Agenda Item:
Meeting Date: 04/18/2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips
DATE: 4/4/2023
SUBJECT: Ft. Bragg / Moore County Renewal of Mutual/Automatic Aid
PRESENTER: D. Bryan Phillips

REQUEST:

Request a motion to approve the Renewal of Mutual/Automatic Aid Agreement in Fire Protection from US Army Garrison, Fort Bragg and the County of Moore.

BACKGROUND:

County Attorney's office has reviewed the attached Renewal of Mutual/Automatic Aid Agreement between the US Army Garrison, Fort Bragg and the County of Moore.

On request to a representative of the Fort Bragg Fire and Emergency Services by a representative of the County of Moore Department of Public Safety, firefighting equipment and personnel of the Fort Bragg Fire and Emergency Services will be dispatched when available to any point within the area for which the County of Moore normally provide fire protection as designated by the representative of the County of Moore Department of Public Safety.

On request to a representative of the County of Moore Department of Public Safety by a representative of the Fort Bragg Fire and Emergency Services, firefighting equipment and personnel of the County of Moore Department will be dispatched when available to any point within the firefighting jurisdiction of the Fort Bragg Fire and Emergency Services.

IMPLEMENTATION PLAN:

Approval of the Board of Commissioners

Authorizes the Chairman to sign the Renewal of Mutual/Automatic Aid Agreement in Fire Protection

FINANCIAL IMPACT STATEMENT:

None

RECOMMENDATION SUMMARY:

Request a motion to approve the Renewal of Mutual/Automatic Aid Agreement in Fire Protection from US Army Garrison, Fort Bragg and the County of Moore and authorize the Chairman to sign all necessary documents.

SUPPORTING ATTACHMENTS:

Mutual/Automatic Aid Agreement

AMIM-BGL-F


1 February 2023

MEMORANDUM FOR Frank Quis, County of Moore, North Carolina

SUBJECT: Renewal of Mutual/Automatic Aid Agreement in Fire Protection

1. Army installations must review and update all mutual aid agreements every other year.
2. A copy of the mutual aid agreement between Fort Bragg's Fire and Emergency Services and County of Moore Fire Department, signed by Colonel John Wilcox, Fort Bragg's Garrison Commander is enclosed. Please have the designated official(s) sign the agreement and return it to us in the enclosed self-addressed stamped envelope.
3. The Fire and Emergency Services point of contact for this agreement is the undersigned, at 910-396-8121, or Deputy Fire Chief Scott McGuire, 910-396-9248.

2 Encls

FOR: 
MARK A. MELVIN
Chief, Fire and Emergency
Services Division



**DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, US ARMY GARRISON, FORT BRAGG
2175 REILLY ROAD
FORT BRAGG, NORTH CAROLINA 28310-5000**

**MUTUAL AID AGREEMENT BETWEEN
US ARMY GARRISON, FORT BRAGG
AND
THE COUNTY OF MOORE
FOR
RENEWAL OF MUTUAL AID/AUTOMATIC AID AGREEMENT
MAA IM-W36B48-23006**

1. This agreement, entered into this 1st day of July 2023, between the US Army Garrison, Fort Bragg, acting according to the authority found in 42 U.S.C. §1856a and the County of Moore to secure for each the benefits of mutual aid in fire prevention, the protection of life and property from fire, and firefighting, to include emergency services, including basic medical support, basic and advanced life support, hazardous materials containment and confinement, and special rescue events involving vehicular and water mishaps, and trench, building, and confined space extractions. It is agreed that:
 - a. On request to a representative of the Fort Bragg Fire and Emergency Services by a representative of the County of Moore Department of Public Safety, firefighting equipment and personnel of the Fort Bragg Fire and Emergency Services will be dispatched when available to any point within the area for which the County of Moore normally provides fire protection as designated by the representative of the County of Moore Department of Public Safety.
 - b. On request to a representative of the County of Moore Department of Public Safety by a representative of the Fort Bragg Fire and Emergency Services, firefighting equipment and personnel of the County of Moore will be dispatched when available to any point within the firefighting jurisdiction of the Fort Bragg Fire and Emergency Services.
 - c. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.
 - d. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid under this agreement will specify the location to which the equipment and personnel are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished will be determined by a representative of the responding organization.

SUBJECT: RENEWAL OF MUTUAL AID/AUTOMATIC AID AGREEMENT MAA IM-W36B48-19006

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) A responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the responding organization is needed within the area for which it normally provides fire protection.

(4) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the County of Moore normally provides fire protection, the Chief of the Fort Bragg Fire and Emergency Services or his or her representative may assume full command on arrival at the scene of the crash.

e. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. §2210.

f. The chief fire officers and personnel of the County of Moore Department of Public Safety and the chief fire officers and personnel of the Fort Bragg Fire and Emergency Services invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills.

g. The technical heads of the County of Moore Department of Public Safety and the chief fire officers and personnel of the Fort Bragg Fire and Emergency Services are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operation shall become effective upon ratification by the signatory parties.

h. All equipment used by the County of Moore in carrying out this agreement will be owned by the County of Moore; and all personnel acting for the County of Moore under this agreement will be an employee or volunteer of the County of Moore.

i. This agreement shall become effective upon the date hereof and remain in full force and effect until cancelled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty (30) days' notice of said cancellation.

SUBJECT: RENEWAL OF MUTUAL AID/AUTOMATIC AID AGREEMENT MAA IM-W36B48-19006

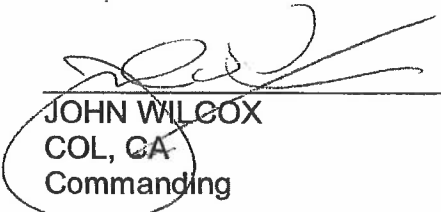
2. Point of contact for Fort Bragg Fire and Emergency Services is Fire Chief Mark A. Melvin, 910-396-8121. Point of contact for the County of Moore is Bryan Phillips, Director of the County of Moore, Department of Public Safety, 910-947-4300.

FOR THE COUNTY OF MOORE

FOR THE US ARMY GARRISON,
FORT BRAGG

FRANK QUIS
CHAIR, County Commissioners
County of Moore

(Date)



JOHN WILCOX
COL, CA
Commanding

13 MARCH 2023
(Date)

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips, Public Safety Director

DATE: 31 March 2023

SUBJECT: UHF Paging – Upgrades

PRESENTER: D. Bryan Phillips, Public Safety Director

REQUEST:

To request the approval of sole source contract with Radio Communications Company for UHF paging upgrade equipment at three (3) tower sites; Carthage, Southern Pines, and Robbins.

BACKGROUND:

UHF paging equipment is over 20 years old and has begun to have failures of equipment. The current vendor recommendation is to replace the current equipment as replacement parts are becoming unavailable. A failure at one site could affect the functionality of becoming inoperable the other two (2) sites used for notification of emergency responders. We are in a multi-phase process of meeting the July 1st, 2025, Time Division Multiple Access (TDMA)- TDMA is the channelization protocol in which bandwidth of channel is divided into various stations on a time basis. There is a time slot given to each station, the station can transmit data during that time slot. Each station must be aware of its beginning time slot and the location of the time slot. TDMA requires synchronization between different stations.

The 2025 TDMA narrow banding upgrade project is a multiple layer process to be completed:

1. UHF Paging
2. Carolina Recording System (Recording of Phone and Radio Transmission)
3. VIPER Site – Robbins
4. Portable and Mobile Radios (Field Responder Units and 911 Center)

IMPLEMENTATION PLAN:

Award Contract to Radio Communications Company, execute the contract, Vendor to begin the installation process.

FINANCIAL IMPACT STATEMENT:

Narrow Band Project Ordinance 43148055 - 55968 Capital Outlay – Infrastructure for part 1 cost \$248,750.

RECOMMENDATION SUMMARY:

Request the Board to approve the sole source contract with Radio Communications Company with a not to exceed \$248,750.00 for UHF paging upgrade equipment at three (3) tower sites; Carthage, Southern Pines and Robbins and authorize the Chairman to sign all necessary documents upon financial and legal approval.

SUPPORTING ATTACHMENTS:

Radio Communication Company Signed Contract

Sole Source Letter

STATE OF NORTH CAROLINA**CONTRACT FOR SERVICES****COUNTY OF MOORE**

This Contract is entered into the 21st day of March, 2023, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Radio Communications Company (the "Contractor").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services ("Services") pursuant to the provisions and specifications identified in Attachment 1, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. TERM OF CONTRACT

The term of this Contract is from March 21, 2023 through December 31, 2023.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **\$248,750.00** as full compensation as a lump sum payment after satisfactorily completing the project as specified in this Contract and Attachments hereto.

4. INDEPENDENT CONTRACTOR

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. HEALTH AND SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. IRAN DIVESTMENT ACT

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

12. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

13. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

14. SUCCESSORS AND ASSIGNS

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

15. COMPLIANCE WITH LAWS

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

16. NOTICES

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY PUBLIC SAFETY
ATTN: D. BRYAN PHILLIPS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: RADIO COMMUNICATIONS COMPANY

ATTN: MATTHEW DEAN
P.O. BOX 68
CARY, NC 27512

17. AUDIT RIGHTS

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

20. PRIORITY OF DOCUMENTS

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

21. SEVERABILITY

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

22. NON-WAIVER

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. ENTIRE AGREEMENT

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

26. HEADINGS

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.


The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

RADIO COMMUNICATIONS COMPANY

Nick Picerno, Chairman
Board of Commissioners

DocuSigned by:



Matthew Dean
Sales Manager

Attest

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

SCOPE OF SERVICES

Contractor shall provide County a new two channel, three site, Analog Simulcast over IP (AS-IP) UHF voice paging system to replace the current system. The system will have two (2) transmitters at each of the County's current three (3) paging sites (Carthage, Robbins, Southern Pines), and would be connected over the existing microwave system.

The following equipment, hardware, and services will also be provided by Contractor.

AS-IP Voice Paging System Equipment

- Six (6) TB9400 UHF base station transmitters with 250W power amplifiers
- Two (2) base stations each at Carthage, Robbins, and Southern Pines
- One (1) site will be configured as the "Master" site for simulcast control
- GPS clock unit at each site
- Network switches
- Miscellaneous installation hardware

Services

- Installation of the AS-IP, GPS, and network equipment
- Configuration of the AS-IP system and interface with the dispatch consoles
- Testing and optimization of the new AS-IP system

SOLE SOURCE JUSTIFICATION FORM

(For items equal to or greater than \$30,000.00)

Vendor: Radio Communications Company

Item: Installation of a new two channel, three site, analog simulcast over IP UHF paging system to replace current system


Estimated expenditure for the Above Item: \$ \$248,750.00

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. Sole source is for the original manufacturer or provider, there are no area distributors.
2. The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. XX This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. XX The parts/equipment are required from this source to permit standardization.
5. None of the above apply. Please comment below or attach a detailed explanation and justification for this sole source.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Form Preparer:  Date: 02-20-2023

Director:  Date: 02-20-2023

Chairman of the Board: _____ Date: _____

III.J.
Agenda Item:
Meeting Date: 4/18/2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips, Public Safety Director
DATE: 04 April 2023
SUBJECT: Stryker Sales Corporation – Stair chair Patient Movement System
PRESENTER: D. Bryan Phillips, Public Safety Director

REQUEST:

To request the approval of sole source contract with Stryker Sales Corporation for the purchase of 15 Stair Chairs at a cost not to exceed \$61,718.00.

BACKGROUND:

Stryker stair chair utilizes an innovative Stair-TREAD system, which allows caregivers to facilitate transport of patients downstairs without lifting. Shown to help reduce the risk for operator injury by having adjustable handles, track angle guides with built-in descent control to enhance the safety of EMS staff while moving patient downstairs in locations not accessible by the stretcher.

The current stair chairs have been in service for 10 plus years.

IMPLEMENTATION PLAN:

Award Contract to Stryker Sales Corporation, execute the contract, authorize the sole source purchase.

FINANCIAL IMPACT STATEMENT:

Budget Code 20048055-55401 Ambulance Purchase. This is a required piece of equipment for ambulance by North Carolina Office of EMS.

RECOMMENDATION SUMMARY:

Request the Board to approve of sole source contract with Stryker Sales Corporation for the purchase of 15 Stair Chairs at a cost not to exceed \$61,718.00. and authorize the County Manager to sign all necessary documents upon financial and legal approval.

SUPPORTING ATTACHMENTS:

Stryker Sales Corporation - Contract
Sole Source Document

STATE OF NORTH CAROLINA

PURCHASE CONTRACT

COUNTY OF MOORE

This Contract is made the 21st day of February, 2023, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Stryker Sales Corporation, an entity formed under the laws of the State of Michigan (the "Seller").

1. Description of Goods

The Seller will transfer and deliver to the County, and the County, subject to the conditions set forth in this Contract, will take delivery and accept the Goods, as provided for in Attachment 1, which is attached hereto and incorporated by reference as if fully set forth herein.

Seller agrees that all Goods must fully conform to this Contract and failure to adhere to any portion, including but not limited to, quantity, quality, and time of performance, will constitute a breach.

2. Time of Delivery

The Seller will deliver the Goods covered by this Contract to the County on or before **December 31, 2023**. Delivery will be made to the County's garage located at 302 South McNeil Street in Carthage, North Carolina. The parties mutually agree that time is of the essence.

This Contract is subject to the availability of funds to purchase the specified Goods may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. Payment

The County will pay the Seller **\$61,718.60**, which includes delivery. Payment will occur within 30 days of delivery of the Goods in one lump sum payment as outlined in Attachment. The County is responsible for the payment of any State of North Carolina taxes.

4. Inspection

The County will have the right to inspect and test the Goods prior to acceptance.

5. Risk of Loss and Title

The risk of loss will pass to the County upon delivery of the Goods. In addition, title to the Goods will pass to the County upon delivery.

6. Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

7. Warranties

The Seller represents and warrants that:

- a. It is a corporation, validly existing and in good standing under the laws of the State of Michigan and is qualified to do business in North Carolina;
- b. It has the requisite power and authority to execute, deliver and perform its obligations under this Contract;
- c. The Goods comply with all requirements set forth in this Contract;
- d. The Goods are free of defects in title, claims, liens, labor, material or fabrication;
- e. The Goods shall comply with, and operate in accordance with, the Seller's specifications for the Goods set forth in this Contract;

8. Product Recall

In the event of any recall notice, technical service bulletin, or other important notification affecting the Goods, notice will be provided to the County as provided in Section 17 of this Contract.

9. Default

In the event the Seller defaults by one of the following, the County may, by written notice to the Seller, cancel all or any part of this contract or exercise any other remedy allowed under law:

- a. Non-delivery, as required;
- b. Not providing adequate assurance of performance; or
- c. Breaches any term or condition of this Contract.

10. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this

Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

11. Iran Divestment Act Certification

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Contract, which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

12. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State and local laws.

13. Assignment

This Contract is not assignable by either party, by operation of law or otherwise.

14. Indemnification

To the fullest extent permitted by law, the Seller will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, expenses (direct, indirect or consequential), and costs (including reasonable attorney's fees) for personal injury, including death, and damage to tangible property to the extent arising directly from the negligent acts, errors or omissions of the Contractor, its officers, employees, or contractors under this Contract, or under the contracts entered into in connection with this contract. This indemnification will survive the termination of this Contract.

15. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract will be brought in the General Court of Justice in the County of Moore and State of North Carolina.

16. Severability

If any provision of this Contract is held to be void, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions and provisions of this Contract will not be affected.

17. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY PUBLIC SAFETY
ATTN: BRYAN PHILLIPS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

SELLER: STRYKER MEDICAL
LEGAL DEPARTMENT
3800 E CENTRE AVE.
PORTAGE, MI 49002

18. Priority of Document

In the event of any inconsistency between this Contract and Attachment 1, the Contract will have priority over Attachment 1.

19. Non-Exclusive Agreement

The County and Seller acknowledge that this is a non-exclusive agreement. The County may purchase like or similar Goods from other sellers and the Seller may sell like or similar Goods to other buyers.

20. Modification

This Contract can be modified or rescinded only by written agreement of the Parties.

21. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

22. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE

J. Wayne Vest
County Manager

STRYKER SALES CORPORATION

DocuSigned by:
Jennifer Collins

562450E9392F40D...
Jennifer Collins
Manager

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer



Hunsucker - Stair-PRO x 15

Quote Number: 10647864

Version: 4
Prepared For: MOORE COUNTY EMS
Attn:

Remit to: Stryker Medical
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Patrick Vereb
Email: pat.vereb@stryker.com
Phone Number:
Mobile: (412) 651-5210

Quote Date: 02/06/2023
Expiration Date: 05/07/2023

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	MOORE COUNTY EMS	Name:	MOORE COUNTY EMS	Name:	MOORE COUNTY EMS
Account #:	1095934	Account #:	1095934	Account #:	1073650
Address:	302 S MCNEILL ST	Address:	302 S MCNEILL ST	Address:	PO BOX 905
	CARTHAGE		CARTHAGE		CARTHAGE
	North Carolina 28327-8984		North Carolina 28327-8984		North Carolina 28327-0905

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6252000000	Stair-PRO Model 6252	15	\$4,179.00	\$62,685.00
1.1	7777881660	1 year parts, labor & travel			
1.2	6252009001	Stair-Pro Operations Manual			
1.3	6250001162	In-Service Video (DVD)			
1.4	6252026000	Common Components			
1.5	6250021000	2 Piece ABS Panel Seat			
1.6	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
1.7	6252022000	Main Frame Assy Option			
1.8	6250024000	Standard Length Lower LiftHandles			
1.9	6252027000	Footrest Option			
1.10	6252024000	No IV Clip Option			
Equipment Total:					\$62,685.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-EVNC-SEC	TRADE-IN FERNO CHAIR CHAIR TOWARDS PURCHASE OF STRYKER EVAC CHAIR	7	-\$250.00	-\$1,750.00



Hunsucker - Stair-PRO x 15

Quote Number: 10647864

Version: 4

Prepared For: MOORE COUNTY EMS
Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Patrick Vereb
Email: pat.vereb@stryker.com
Phone Number:
Mobile: (412) 651-5210

Quote Date: 02/06/2023
Expiration Date: 05/07/2023

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$783.60
Grand Total:	\$61,718.60

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

SOLE SOURCE JUSTIFICATION FORM

(For items equal to or greater than \$30,000.00)

Vendor: Stryker

Item: EMS Equipment-Stryker Stair Chairs x 15

Estimated expenditure for the Above Item: \$ \$61,718.60

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. Sole source is for the original manufacturer or provider, there are no area distributors.
2. The parts/equipment are not interchangeable with similar parts of another manufacturer.
3. XX This is the only known item or service that will meet the specialized needs of this department or perform the intended function.
4. XX The parts/equipment are required from this source to permit standardization.
5. None of the above apply. Please comment below or attach a detailed explanation and justification for this sole source.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Form Preparer:

eSigned via SeamllessDocs.com
Candace Wilson Dowd
Key: babdb0c1274590082c3d453e47c9e98

 Date: 02-20-2023

Director:

eSigned via SeamllessDocs.com
Bryan Phillips
Key: 81539a3d65d5123cc7:ee0578be52d7

 Date: 02-20-2023

Chairman of the Board: _____ Date: _____

III.K.
Agenda Item:
Meeting Date: April 18, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Rachel Patterson, GIS Manager

DATE: 4/10/23

SUBJECT: Request for Approval and Execution of an Interlocal Agreement between Town of Southern Pines and County of Moore (GIS) to host web map for work orders in Mobile 311.

PRESENTER: Rachel Patterson, GIS Manager

REQUEST:

This is a request for the Board of Commissioners to approve and execute an Interlocal Agreement between the Town of Southern Pines and County of Moore for Moore County GIS to host its web map to facilitate work orders in Mobile 311 utilized by the Town.

BACKGROUND:

The Town has been using ConnectGIS to host its website map and web map for Mobile 311 for work orders. The vendor of ConnectGIS has notified Town that ConnectGIS will no longer be available after December 31, 2022. The Town has requested the County to host its web map to facilitate work orders in Mobile 311 utilized by the Town. Moore County GIS has created a process to take Town layers published to ArcGIS Online and publish it to a rest service end point to be utilized by Town for use with Mobile 311. The Southern Pines Town Council approved and executed the Interlocal Agreement on March 7, 2023.

IMPLEMENTATION PLAN:

Effective immediately upon approval and execution of the Interlocal Agreement.

FINANCIAL IMPACT STATEMENT:

None

RECOMMENDATION SUMMARY:

Make a motion to approve the attached Resolution approving the Interlocal Agreement between the County and Town of Southern Pines to host the Town's website map and web map for Mobile 311 for work orders.

SUPPORTING ATTACHMENTS:

Interlocal Agreement
Resolution for web map services for Mobile 311

**RESOLUTION APPROVING MOBILE 311 INTERLOCAL AGREEMENT
WITH TOWN OF SOUTHERN PINES
MOORE COUNTY BOARD OF COUNTY COMMISSIONERS
MOORE COUNTY, NORTH CAROLINA**

WHEREAS, the Town of Southern Pines has been using ConnectGIS to host its website map and web map for Mobile 311 for work orders; and

WHEREAS, the vendor of ConnectGIS has notified Town that ConnectGIS will no longer be available after December 31, 2022; and

WHEREAS, the Town has requested County to host its web map to facilitate work orders in Mobile 311 utilized by the Town; and

WHEREAS, the County has created a process to take Town layers published to ArcGIS Online and publish it to a rest service end point to be utilized by Town for use with Mobile 311.

WHEREAS, the TOWN and the COUNTY, have agreed to enter into an Interlocal Agreement pursuant to the authority granted by the North Carolina General Statute 160A-461, for the County to host its web map to facilitate work orders in Mobile 311 to be utilized by the Town.

BE IT THEREFORE RESOLVED, as follows:

1. That the Moore County Board of Commissioners approves the Interlocal Agreement between the TOWN and the COUNTY to use the services of the COUNTY to publish data to a rest service end point to be utilized by Town for use with Mobile311; and
2. That the Chairman is hereby authorized to execute the Interlocal Agreement

Adopted this 18th day of April 2023.

Nick Picerno
Chairman, Board of Commissioners

(SEAL)

Attest: _____
Laura Williams, Clerk to the Board

INTERLOCAL AGREEMENT
COUNTY OF MOORE AND THE TOWN OF SOUTHERN PINES



This Agreement, made and entered into this the 18th day of April, 2023, by and between the Town of Southern Pines, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the TOWN and the COUNTY of MOORE, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the COUNTY;

WITNESSETH:

WHEREAS, the Town has been using ConnectGIS to host its website map and web map for Mobile 311 for work orders; and

WHEREAS, the vendor of ConnectGIS has notified Town that ConnectGIS will no longer be available after December 31, 2022; and

WHEREAS, the Town has requested County to host its web map to facilitate work orders in Mobile 311 utilized by the Town; and

WHEREAS, the County has created a process to take Town layers published to ArcGIS Online and publish it to a rest service end point to be utilized by Town for use with Mobile 311.

WHEREAS, the TOWN and the COUNTY, pursuant to the authority granted by the North Carolina General Statute 160A-461, hereby covenant and agree as follows:

1. That the TOWN hereby contracts with the COUNTY to use the services of the COUNTY to publish data to a rest service end point to be utilized by Town for use with Mobile311; and
2. That the COUNTY shall provide sufficient resources to publish the TOWN's data for utilization in the Town's Mobile311 program; however, the COUNTY provided rest service shall be made available only to the TOWN as directed in this Interlocal Agreement. The TOWN's data, layers and rest service will not be shared or published outside of what this Agreement directs. The intent of this section is to keep non-public record data from being released; and
3. That the TOWN acknowledges that the COUNTY's provision of such service to the Town shall be subject to interruption for scheduled and unscheduled periods of system maintenance; interruption of the COUNTY's internet service; interruption of electrical or other utility service due to weather conditions or other natural calamity; and interruption resulting from intention acts or other conditions resulting in the COUNTY's inability to publish TOWN's data to a rest service end point for use with Mobile311; and
4. That should any claims arise out of the services provided by the COUNTY under this agreement, the TOWN agrees to indemnify and hold the COUNTY, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any allegation or act of negligence brought against the COUNTY, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the TOWN that are the subject of this Agreement that are due to the negligence of the TOWN. The COUNTY agrees to indemnify and hold the TOWN, its employees, agents and contractors harmless from any and all claims for liability, loss, injury, damages to persons or property, costs or attorney's fees resulting from any allegation or act of negligence brought against the TOWN, its employees, agents, contractors and Commissioners arising as a result of these services performed on behalf of the TOWN that are the subject of this Agreement and are due to the negligence of the COUNTY, its employees, agents or contractors; and

5. It shall not be considered a breach of this Agreement or an event of Default and the County shall not be responsible for an inability to perform or for any delays, damages, costs, expenses, liabilities, or other consequences that may arise as a result of Force Majeure. In order to avail itself of this provision, the County must take reasonable actions to remedy the consequences of the Force Majeure event and the County shall give notice of the Force Majeure event to the Town as soon as practicable. Force Majeure is defined as any event arising from causes beyond the reasonable control of the County. Force Majeure events may include, but are not limited to, cyber-attacks, power system and backup power system failures, hardware or software failures, riots or civil disorders, fire, earthquakes, or other acts of God.
6. That this Agreement shall continue until such time, not to exceed five (5) years, as either the TOWN or COUNTY resolves to discontinue the Agreement and presents six (6) months written notice to the other party of said termination or upon mutual agreement of both parties; and
7. This Agreement may only be modified in writing and executed by both parties; and
8. That the effective date of this Interlocal Agreement shall be April 18, 2023.

IN WITNESS WHEREOF, the Town of Southern Pines has caused this Agreement to be signed in its name by its Mayor, attested by its Clerk, and its Official Seal to be hereunto affixed, and THE COUNTY OF MOORE has caused this agreement to be signed in its name by the Chair of the Board of Commissioners and attested by the Clerk of its Board and its Official Seal to be hereunto affixed, the day and year first above written.

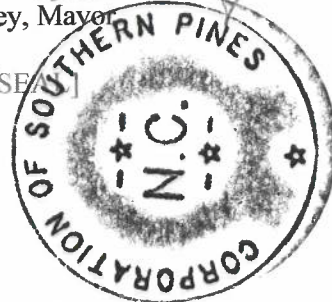
TOWN OF SOUTHERN PINES, NORTH CAROLINA

By: Carol R. Haney
Carol R. Haney, Mayor

ATTEST:

Elizabeth Robertson
Elizabeth Robertson, Town Clerk

[SEAL]



COUNTY OF MOORE, NORTH CAROLINA

By: _____
Nick Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

[SEAL]

Laura M. Williams, Clerk to the Board



III.L.
Agenda Item:
Meeting Date: 4/18/23

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy Gould, Public Works Director

DATE: March 24, 2023

SUBJECT: Resolution declaring County property surplus and authorizing Realtor Agreement to list LRK #00025045 on Inverrary Road and Westlake In Pinehurst No. 7 Golf Course Community

PRESENTER: Randy Gould, PE, Public Works Director

REQUEST:

Request the Board adopt a resolution declaring county property surplus for certain real property-lying at the intersection of Inverrary Road with Westlake Road in the Golf Course Number 7 Development, bounded on the North by Lot No. 314 and on the south by Lot No. 315, and on the west by Club Corporation of America Golf Course track-having Parcel ID/LRK 00025045 and, authorize the-listing by a Realtor.

BACKGROUND:

Parcel ID/LRK #00025045 was a planned well lot deeded to the County by the Developer of Pinehurst No. 7 golf course community. The lot does not meet the NCDEQ minimum requirements for a well lot. Therefore, the parcel is recommended to be deemed surplus by the Board of Commissioners and listed by a Realtor.

IMPLEMENTATION PLAN:

After a reasonable offer is received, the Moore County staff will recommend acceptance of the offer by the Board of Commissioners for the sale of the parcel.

FINANCIAL IMPACT STATEMENT:

Selling the property will generate one-time revenue of the sale for Public Utilities Fund 610. In addition, selling the property will generate additional property tax revenue for the County. Any future maintenance costs will also be avoided. The revenue from the sale of the property will be deposited into 61018000 36860 Well Site Disposition Revenue.

RECOMMENDATION SUMMARY:

Make a motion to adopt a resolution declaring county property surplus for certain real property having Parcel ID/LRK #00025045 and authorize the listing by a Realtor.

SUPPORTING ATTACHMENTS:

1. Resolution declaring county property surplus of Parcel ID/LRK #00025045 and authorizing the listing by a Realtor.
2. GIS Map of Property Parcel ID/LRK #00025045

**RESOLUTION DECLARING PINEHURST #7 “WELL LOT”
SURPLUS PROPERTY (LRK #00025045)**

WHEREAS, the County of Moore owns certain real property lying at the intersection of Inverarry Road with Westlake Road in the Golf Course Number 7 Development, bounded on the north by Lot No. 314 and on the south by Lot No. 315, and on the west by Club Corporation of America Golf Course track located in Pinehurst #7 Golf Course Development, LRK#000250045; and

WHEREAS, the property was acquired by County of Moore by Deed from MOWASA dated October 1, 1999 and recorded in Moore County Registry in Deed Book 1556, Page 98; and

WHEREAS, the County of Moore acquired the property as a potential water well site; and

WHEREAS, the County of Moore has not used the property since acquiring it and has no intention of using the property; and

WHEREAS, the lot does not meet the minimum, requirements of the North Carolina Department of Environmental Quality for the construction of a well and cannot be used as a well site; and

WHEREAS, North Carolina General Statute 160A-269 permits the County to sell real property by negotiated offer and upset bid; and

WHEREAS, the County would benefit by entering into an agreement for the services of a licensed North Carolina real estate agent to solicit offers on said real property.

NOW, THEREFORE, the Board of Commissioners of the County of Moore resolves that:

1. The subject property is declared to be surplus; and
2. The Board authorizes entering into an agreement with a real estate agent to list said real property for sale subject to the upset bid procedure of North Carolina General Statute 160A-269; and
3. The County reserves the right to withdraw the property from sale at any time before the final high bid is approved and the right to reject at any time all bids.

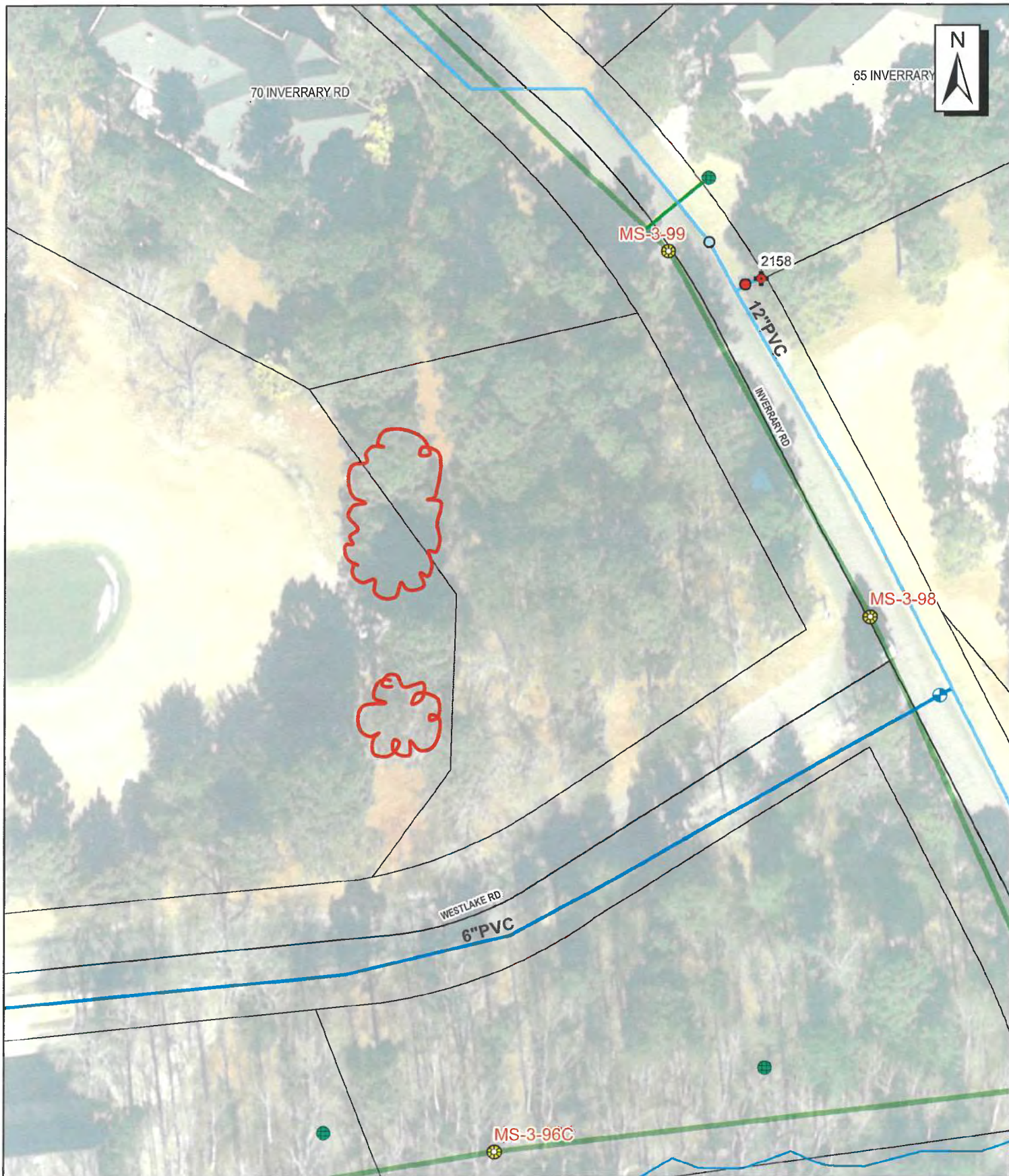
ADOPTED this 18th day of April, 2023 by the Moore County Board of Commissioners.

COUNTY OF MOORE

Nick Picerno, Chairman
Moore County Board of Commissioners

ATTEST:

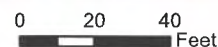
Laura M. Williams, Clerk to the Board



MOORE COUNTY PUBLIC WORKS ENGINEERING DIVISION

NO.7 LOT

Date: 2/13/2023



Moore County GIS Disclaimer
All the information contained on this media is prepared for the inventory of
not property found within Moore County. All data is compiled from recorded
deeds, plats, and other public records and data. Users of this data are
hereby notified that the aforementioned public primary information sources
should be consulted for verification of the information. All information
contained herein was created for the County's internal use. MOORE COUNTY,
ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS
OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR
IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED
WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of
this data is strictly prohibited in accordance with
North Carolina General Statutes 132-40.
Grid is based on North Carolina State Plane Coordinate System NAD83 (feet).

Agenda Item: III.M.

Meeting Date: April 18, 2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Captain William Flint

DATE: April 10, 2023

SUBJECT: Stanley Convergent Solutions Inc. Contract Amendment No. 1 for Purchase of Equipment for Control Room

REQUEST:

We are requesting that the Board of Commissioners approve the Stanley Convergent Solutions Inc., Contract Amendment No. 1 to extend the term of the contract from February 2, 2023, to February 2, 2024 for the purchase of commanders for the control rooms at the Detention Center.

BACKGROUND:

This contract expired on February 2, 2023, and the installation is not complete. Stanley Convergent Solutions needs more time to find contractors to complete the installation.

FINANCIAL IMPACT:

If approved by the Board, the County will not incur any additional cost. The purchase of these commanders was planned and budgeted for in account 10047055 55801 (Building Improvements) in the amount of \$148,335. The funds for this project are encumbered.

IMPLEMENTATION PLAN:

If adopted by the Board, the contracted work will continue.

RECOMMENDATION SUMMARY:

Sheriff Fields has requested that the Board approve this Contract Amendment No. 1 to extend the term of the contract from February 2, 2023 to February 2, 2024.

ATTACHMENTS:

1. Original Contract
2. Contract Amendment NO. 1

STATE OF NORTH CAROLINA

CONTRACT FOR SERVICES

COUNTY OF MOORE

This Contract is entered into the 10th day of January, 2022, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Stanley Convergent Security Solutions, Inc. (the "Contractor").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services ("Services") pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from January 10, 2022 through February 2, 2023.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed **\$148,335.00** as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT CONTRACTOR

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. HEALTH AND SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. IRAN DIVESTMENT ACT

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

12. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

13. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

14. SUCCESSORS AND ASSIGNS

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

15. COMPLIANCE WITH LAWS

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

16. NOTICES

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY DETENTION CENTER
ATTN: WILLIAM FLINT, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: STANLEY CONVERGENT SECURITY SOLUTIONS, INC.
ATTN: DUSTIN HACKLEMAN
11899 EXIT 5 PARKWAY, SUITE 100
FISHERS, IN 46037

17. AUDIT RIGHTS

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

20. PRIORITY OF DOCUMENTS

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

21. SEVERABILITY

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

22. NON-WAIVER

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. ENTIRE AGREEMENT

This Contract and Attachments 1 & 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES

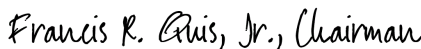
This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

26. HEADINGS


Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

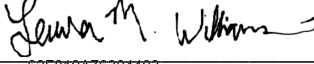
COUNTY OF MOORE

DocuSigned by:

4FEFCB47F25A43A...
Francis R. Quis, Jr.
Chairman

STANLEY CONVERGENT SECURITY


DocuSigned by:

A29574BA482A4E4...
Patrick Hickok
General Manager – Corrections Division

ATTEST:

DocuSigned by:

62F819A76304403...
Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

DocuSigned by:

1559291633E944E...
Caroline Xiong
Finance Officer

ATTACHMENT 1

SCOPE OF SERVICES

The Contractor will provide all necessary supervision, labor, materials, and equipment required to upgrade the controls of the Annex Control Room.

Attachment 2 contains additional specifications required by Contractor.

STANLEY
Security

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Fishers, IN 46037
T (833) 928 0829 F (833) 810 8194

December 17, 2021

TO: Bill Flint – Moore County Jail, NC

FROM: Dustin Hackleman – Stanley Convergent Security Solutions, Inc.

RE: Moore County Jail, NC – Integrate Old Jail – Revision #2

Dear Captain Flint:

Please find attached our proposal for the Moore County Jail, NC – Integrate Old Jail project. The pricing is based on the following inclusions/exclusions/assumptions.

Inclusions/Assumptions:

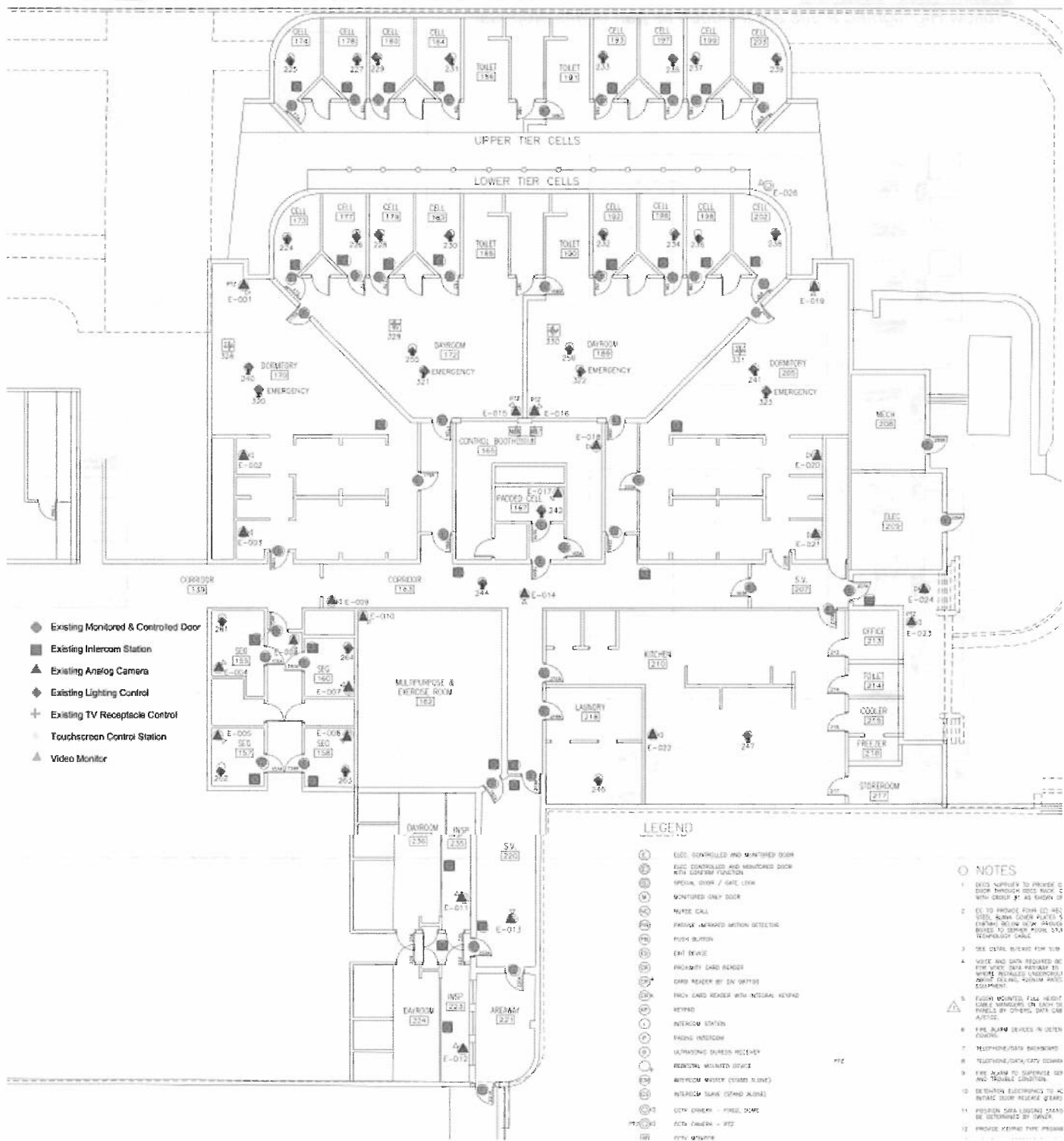
- General Requirements
 - Security Electronics Headend Equipment (Parts and Smarts)
 - Wire/Cable/Fiber, Wire Pull, Installation and Termination of STANLEY provided equipment ONLY
 - Existing wire/cable to existing field devices that is currently in place is assumed to be adequate and in sound working order. Should it be found that the existing wire/cable is not sufficient, additional costs shall be incurred to remedy.
 - 1 Year Warranty
 - Training session to demonstrate operations of the system
 - Up to 8 hours
- Programmable Logic Controller (PLC) System
 - Utilize existing PLC equipment
 - Should the existing equipment not function, additional costs will be incurred to replace any defective equipment.
 - Utilize existing Door Control Equipment (Relays, Terminals, and Fuses)
 - Should the existing equipment not function, additional costs will be incurred to replace any defective equipment.
 - Utilize existing Door Locking Hardware (Field Device)
 - STANLEY is assuming that the existing door locks and door position switches are in sound working order.
 - STANLEY is assuming that the proper quantity of wires is existing at each of the controlled and monitored doors.
 - STANLEY has assumed to utilize the existing wire/cable to each controlled and monitored door.
 - Utilize existing 24VDC Power Supplies
 - Utilize existing 19" Floor-Mount Rack
 - Provide one (1) new Rack Mount Uninterruptible Power Supply (UPS)
- Graphical User Interface (GUI) System
 - Wonderware HMI Software
 - 22" LCD Touchscreen Monitor
 - GUI Station PC
 - Computer Uninterruptible Power Supplies (UPS)
 - Integrate with existing Touchscreen Control Software
- Intercom System
 - Utilize existing Dukane Intercom headend equipment
 - Should the existing equipment not function, additional costs will be incurred to replace any defective equipment.
 - Utilize existing intercom and paging speakers (Field Device)
 - STANLEY is assuming that the existing intercom stations and paging speakers are in sound working order.
 - STANLEY is assuming that the proper quantity of wires is existing at each of the intercom stations and paging speakers.
 - STANLEY has assumed to utilize the existing wire/cable to each intercom and paging speaker.
- Video Surveillance System
 - Utilize existing Video Encoder headend equipment
 - Should the existing equipment not function, additional costs will be incurred to replace any defective equipment.
 - Utilize existing Genetec Video Management Software
 - Existing recording servers will be utilized to record the additional cameras.
 - STANLEY has not included any additional servers or hard drives in this proposal.

- Utilize existing analog cameras (Field Device)
 - STANLEY is assuming that the existing cameras are in sound working order.
 - STANLEY is assuming that the proper quantity of wires is existing at each of the cameras.
 - STANLEY has assumed to utilize the existing wire/cable to each camera.
- Utility Control Equipment
 - Utilize existing dry-contact interface to control Lighting and Receptacles.
 - Existing Lighting and Receptacle contactors will be utilized.
 - STANLEY is assuming that the existing contactors are in sound working order.
- Security Management Server (Data Logger)
 - Utilize existing Security Management Server

Exclusions:

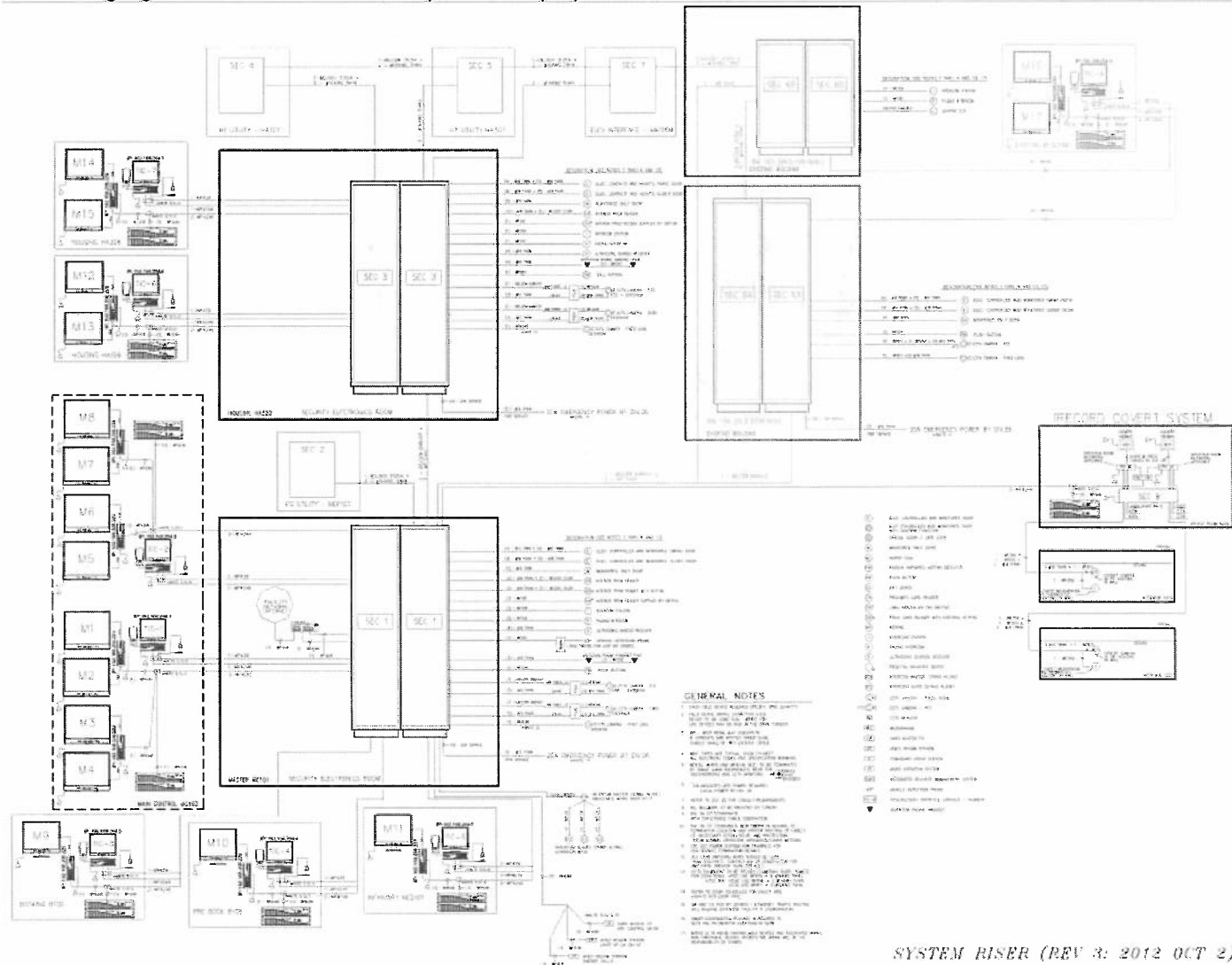
- Control Room Casework/Millwork/Countertops
 - Provided and installed by OTHERS.
- Fire Alarm System is NOT included
 - This shall be the responsibility of OTHERS
 - Integration with the Fire Alarm is NOT included
- Lifts are NOT included
- Bonding, MBE, and Prevailing Wage Rates are NOT included

Floorplan Layouts With Proposed Security Electronic Devices:



System Riser Diagram:

Yellow Highlighted areas are included as part of this proposal



SYSTEM RISER (REV 3: 2012 OCT 2)

STANLEY.
Security

STANLEY Convergent Security Solutions, Inc.
11899 Exit 5 Parkway, Fishers, IN 46037
T (833) 928 0829 F (833) 810 8194

Sincerely,



Stanley CSS - Senior Sales Engineer

Direct: 317-572-2120, **Cell:** 317-919-3509

Fax: 833-810-8194

Email: dustin.hackleman@sbdinc.com



STANLEY Convergent Security Solutions, Inc.
 11899 Exit 5 Parkway, Fishers, IN 46037
 T (833) 928 0829 F (833) 810 8194

Terms and Conditions

GENERAL

STANLEY is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: **Stanley Convergent Security Solutions, Inc.** Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate.

WARRANTY

Unless otherwise specified, STANLEY warrants that the engineering and equipment will be free from defects in material and workmanship for a period of twelve (12) months from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between STANLEY and Owner. This warranty does not include acts of God or abuse by the owner.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL STANLEY BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND STANLEY'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax, prevailing wage, or bonds unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.
3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during STANLEY's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or STANLEY's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of STANLEY.

INSURANCE:

STANLEY will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event STANLEY is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. STANLEY is authorized to do the work as specified. Payment will be made as outlined above.

Stanley Convergent Security Solutions, Inc.

Written By: Dustin Hackleman
 Title: Senior Sales Engineer
 Approved and Accepted by Stanley CSS
 By: _____
 Title: _____
 Date: _____

Customer

Approved By: _____
 Title: _____
 Date: _____
 PO#: _____
 (if applicable)

This proposal may be withdrawn by us if not accepted within thirty (30) days.

STATE OF NORTH CAROLINA

AMENDMENT NO. 1

COUNTY OF MOORE

This Contract Amendment No. 1 (this "Amendment"), is made this 21st day of March, 2023, between the County of Moore (the "County"), and Stanley Convergent Solutions Inc. (the "Contractor").

WHEREAS, the County and Contractor previously entered into an agreement dated January 10, 2022, which was for the purposes of upgrading the controls in the Annex Control Room (the "Original Agreement"); and

WHEREAS, due to additional time being needed, the County and Contractor now desire to amend the Original Agreement to extend the term of the contract from February 2, 2023 to February 2, 2024.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 2 of the Original Agreement is amended to read: "The term of this Contract is from January 10, 2022 through February 2, 2024."
2. Except as provided for by this Amendment No. 1, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment No. 1 to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

Nick Picerno, Chairman
Board of County Commissioners

ATTEST

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

FN 21-0490a

**STANLEY
SOLUTIONS, INC.**

DocuSigned by:

Pat Hickok

A29574BA482A4E4
Patrick Hickok

General Manager - Corrections

CONVERGENT

Agenda Item: IV.A.
Meeting Date: April 18, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Tammy Schrenker, Director, Moore County Department of Social Services

DATE: 04/04/23

SUBJECT: Proclamation – Child Abuse Prevention Month

PRESENTER: Renessa Carthens, Social Worker III, Moore County Social Services

REQUEST:

Proclamation request for Child Abuse Prevention Month – April 1 through April 30, 2023.

BACKGROUND:

During the month of April, we recognize National Child Abuse Prevention Month (NCAPM) and the importance of communities working together to help families thrive and prevent child maltreatment.

National Child Abuse Prevention Month was first observed in 1983 by proclamation by President Ronald Reagan. The Office on Child Abuse and Neglect continues to coordinate activities, prepare promotional materials, and host multidisciplinary forums focused on prevention, education, and awareness.

<https://www.childwelfare.gov/topics/preventing/preventionmonth/about/>
<https://nationaldaycalendar.com/national-child-abuse-prevention-month-april/>

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

N/A

RECOMMENDATION SUMMARY:

[Make a motion to...](#)

Issue the proclamation to declare April 1st through April 30th, 2023, as Child Abuse Prevention Month in Moore County.

SUPPORTING ATTACHMENTS:

Proclamation

CHILD ABUSE PREVENTION MONTH

April 2023

WHEREAS, in Federal fiscal year 2021, 3.9 million reports were made to child protective services; and

WHEREAS, child abuse and neglect are a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of Moore County; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, THE MOORE COUNTY BOARD OF COMMISSIONERS, do hereby proclaim April 2023 as “**CHILD ABUSE PREVENTION MONTH**” in Moore County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Nick Picerno, Chair
Moore County Board of Commissioner

Laura Williams
Clerk to the Board

Agenda Item: V.A.
Meeting Date: April 18, 2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Victoria Whitt

DATE: April 3, 2023

SUBJECT: Sandhills Center Program Update and Budget Funding Request

PRESENTER: Victoria Whitt, CEO Sandhills Center

REQUEST: To update the County Commissioners on Sandhills Center activities and proposed budget funding for FY 23-24.

BACKGROUND: To request continued funding for critical crisis/psychiatric services for the consumers and families in Moore County and also update the County Commissioners on Sandhills Center activities.

IMPLEMENTATION PLAN:

FINANCIAL IMPACT STATEMENT: Any reduction may result in a loss of critical crisis/psychiatric services for consumers and families in Moore County.

RECOMMENDATION SUMMARY:

Make a motion to...To approve Sandhills Center budget request for FY 23-24

SUPPORTING ATTACHMENTS:

Letter to County Manager
County Dashboard
County Collaboratives
Annual Report
Quarterly Report



SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

March 15, 2023

Mr. Wayne Vest
Moore County Manager
PO Box 905
Carthage, NC 28327

Dear Mr. Vest:

During its March 14th meeting, the Sandhills Center Board of Directors discussed the issue of our County General Budget Request from our 11 constituent counties for FY 23 – 24.

Based on a review of the current fiscal situation that impacts our State and counties, it was decided that the Center would not request an increase in County General Funding from Moore County. This continues our practice of not requesting an increase for the past 19 years.

Importantly, all county funding received is directed in support of local County Behavioral Health Urgent Care Centers and other county designated services/programs.

FY 22 – 23 Current County General Allocation: \$ 197,021

FY 23 – 24 Funding Request

- **County General Request: \$ 183,771**
- **Other County Funding Requests:**
 - **ABC Funds \$ 13,250**
- **Total FY 23 – 24 County General Request: \$ 197,021**

Note: See Attached County General Funding Chart.

Since beginning the management of Medicaid service dollars in December 2012, Sandhills Center has realized savings and has made a commitment to reinvest those savings in the community. During the past year, Sandhills Center has worked with county and community representatives from each of our 11 constituent counties to identify high priority needs and projects at the county level. We have been able to reallocate local funds and commit LME/MCO reinvestment savings to numerous projects in each of our counties.

Sandhills Center staff and I will continue to meet with County Managers and others to review the use of current county allocations and to identify behavioral health service areas in the county that may have been underserved and identify how available funding could be used to impact those areas.

P.O. Box 9, West End, NC 27376
24-Hour Access to Care Line: 1-800-256-2452
TTY: 1-866-518-6778 or 711
Serving Anson, Davidson, Guilford, Harnett, Hoke, Lee,
Montgomery, Moore, Randolph, Richmond and
Rockingham counties



We will be working with the Clerk to the Board to schedule an opportunity to present a program update and the budget request to your County Commissioners within the next few months.

Thank you for your continued support of Sandhills Center and the services we manage. The Sandhills Center's Board of Directors and staff are committed to providing the citizens of Moore County with quality, cost-effective services.

We appreciate the County's contribution to behavioral health services and appreciate partnering with you to improve access and availability of quality services in the local community.

Sincerely,



Victoria Whitt
Chief Executive Officer

Attachments

cc: Mr. Nick Picerno, Moore County Commissioner
Ms. Caroline Xiong, Moore County Finance Officer

P.O. Box 9, West End, NC 27376
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Rockingham counties



**SANDHILLS CENTER
COUNTY CONTRIBUTIONS
FY 23-24**

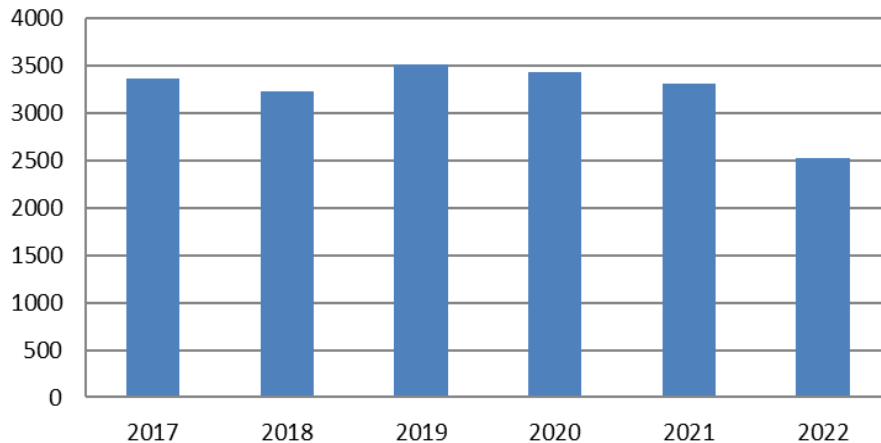
COUNTY	July 2022 PROJECTED* POPULATION	ACTUAL COUNTY GENERAL CONTRIBUTION FY 22-23	PROPOSED COUNTY GENERAL CONTRIBUTION FY 23-24	COUNTY GENERAL PER CAPITA CONTRIBUTION FY 23-24
Anson	22,060	\$ 55,000	\$ 55,000	\$ 2.49
Davidson	170,637	\$ 671,700	\$ 671,700	\$ 3.94
Guilford	542,410	\$ 9,697,701	\$ 9,697,701	\$ 17.88
Harnett	135,966	\$ 199,679	\$ 199,679	\$ 1.47
Hoke	53,114	\$ 58,000	\$ 58,000	\$ 1.09
Lee	64,138	\$ 240,000	\$ 240,000	\$ 3.74
Montgomery	25,798	\$ 60,775	\$ 60,775	\$ 2.36
Moore	102,763	\$ 197,021	\$ 197,021	\$ 1.92
Randolph	145,172	\$ 844,000	\$ 844,000	\$ 5.81
Richmond	42,724	\$ 132,525	\$ 132,525	\$ 3.10
Rockingham	91,266	\$ 311,800	\$ 311,800	\$ 3.42
TOTALS	1,396,048	\$ 12,468,201	\$ 12,468,201	\$ 8.93

*The Office of State Budget and Management (OSBM)

Moore County Members Served

April 2023

Members Served by Calendar Year



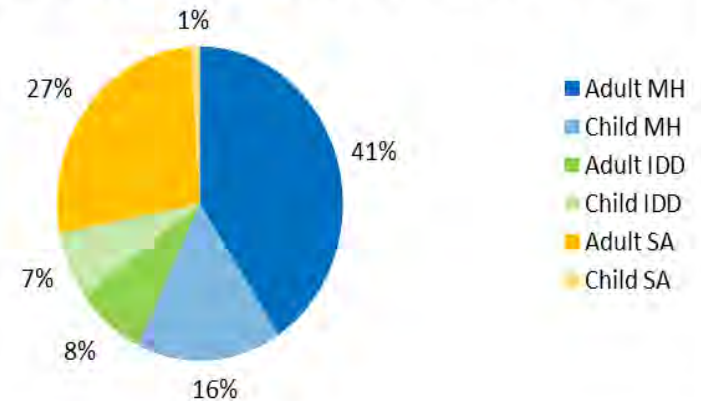
Most Frequent Behavioral Health Services Received Last Calendar Year

Service (\$23,612,210 last year)	Amount Paid
Innovations Services	\$7,926,484
Intermediate Care Facilities	\$4,244,595
Outpatient Services	\$1,762,442
Behavioral Health Long Term Residential	\$1,710,093
Inpatient Hospitalization	\$680,551
1915 (b) (3) Services	\$627,883
Crisis Services	\$389,318
Day Treatment	\$384,701

Highest Serving Behavioral Health Providers Last Calendar Year

Provider (226 total providers last year)	Members Served
Daymark Recovery Services, Inc.	665
Carolina Behavioral Care, P.A.	312
First Health of the Carolinas, Inc.	251
First Health Behavioral Health Services	244
ATS of NC (Pinehurst Comprehensive)	179
Sandhills Pediatrics, Inc.	177
Therapeutic Alternatives, Inc.	152

Members Served Last Calendar Year



SANDHILLS CENTER



MOORE COUNTY 2022-2023

Crisis Intervention Team (CIT) Training

- 40-hour class held **September 12-16, 2022**
- Host Officer: Deputy Victoria Price (Effective September 16, 2022)
- **16** officers graduated representing Aberdeen Police Department, FirstHealth of the Carolinas Security, Greensboro Police Department, Moore County Sheriff's Office, Southern Pines Police Department, and Whispering Pines Police Department
- Next class: **September 11-15, 2023**

Total Cumulative Classes (since 2008) = 25 in Moore County

Total Cumulative Students = 376 in Moore County

Note of Interest

- **George Reynolds** with NAMI-Moore County was awarded the CIT Advocate of the Year Award, given by CIT International, and nominated by Sandhills Center. This award is in recognition of his extraordinary commitment to CIT training and his focus on officer and consumer safety.

Community Involvement

- Sandhills Center has representation on more than 20 committees and collaborations in Moore County including:
 - Human Trafficking Taskforce
 - Child Fatality Taskforce
 - MooreHealth Board (First Health & Health Dept.)
 - Fostering Health NC – Moore County
 - Community Care of North Carolina Collaborative
 - Moore County Resiliency Collaborative
 - Opioid Response Consortium
 - Drug-Free Moore County
 - Juvenile Crime Prevention Council (JCPC)
 - School Health Advisory Council
 - Moore Co. Schools as part of the NC School Mental Health Initiative (NC SMHI) and the Sandhills Regional
- **Five County Community Collaborative:** The collaborative provides an opportunity for community partners to discuss and address service delivery to develop a strong family, youth and provider partnership. The Collaborative is facilitated by Sandhills Center Staff and meets monthly. **Member representation:** Area schools, DJJ, DSS, Providers, Faith Based, Non-Profits, Family Advocate, Guardian Ad Litem, Partnership for Children, State SOC (DHHS), CFAC, Hospital Social Worker.

Training offered to Moore County include Mental Health First Aid and topic-specific trainings by family partners.

2022

ANNUAL REPORT

A publication for our community partners and stakeholders



**SANDHILLS
CENTER**

*Serving Anson, Davidson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore,
Randolph, Richmond and Rockingham counties in central North Carolina*

ABOUT

SANDHILLS CENTER



THE SANDHILLS CENTER SERVICE REGION

Sandhills Center manages mental health, substance use disorder and intellectual/developmental disabilities (I/DD) services in 11 central North Carolina counties. Our mission is to develop, manage and support quality services that meet the needs of our members and their families for the overall well-being of our communities.

Sandhills Center is a Local Management Entity-Managed Care Organization (LME-MCO). As such, we operate as a publicly-funded agent of the North Carolina Department of Health and Human Services to oversee the administration of services by a qualified network of providers.

The successful administration of behavioral health services is made possible through a collaborative approach with individuals, families, local leaders, policy makers and other community stakeholders.

CALL US FOR ASSISTANCE - Sandhills Center is available 24 hours a day, 7 days per week. Qualified professionals can answer questions and help set appointments:

1-800-256-2452

TTY: 1-866-518-6778

IN TIMES OF CRISIS - A toll-free Behavioral Health Crisis Line exists to help people during emergencies. Dedicated licensed clinicians are available to talk and connect individuals and families to assistance in their communities. Call any time of the day or night, including holidays:

1-833-600-2054

IF SOMEONE IS IN IMMEDIATE DANGER, DIAL 911

SANDHILLS CENTER

LEADERSHIP

Sandhills Center's Board of Directors represents each community within the 11-county region. The Board is made up of dedicated people who guide our mission, values and goals. The Board's main focus is on improving care standards and services while offering oversight of programs.

During monthly meetings, the Board accepts feedback from the public, individuals and families served, the Sandhills Center Consumer and Family Advisory Committee, various subcommittees, the provider network, and community partners. Meeting notices are published in the [calendar](#) section of the Sandhills Center website.

CHIEF EXECUTIVE OFFICER - *Victoria Whitt*

2022 BOARD OF DIRECTORS - OFFICERS

CHAIR

- *Commissioner Harry Southerland (Hoke County)*
- *Thad Ussery (Richmond County) - term ended 9/2022*

VICE CHAIR

- *Commissioner Harry Southerland (Hoke County) - through 9/2022*

SECRETARY

- *Commissioner Priscilla Little (Anson County)*

2022 BOARD OF DIRECTORS - MEMBERS

ANSON COUNTY

- *Commissioner Priscilla Little*
- *Commissioner Robert Mims*

DAVIDSON COUNTY

- *Commissioner Karen Watford*
- *Trish Baker*
- *Billy Louya*

(continued on page 4)

LEADERSHIP

(continued from page 3)

GUILFORD COUNTY

- *Commissioner Alan Perdue*
- *Dr. Alvin Keyes*
- *Dr. Walter Salinger*
- *Gart Evans - term ended 9/2022*

HARNETT COUNTY

- *Commissioner Matt Nicol*
- *Tonya Gray - service ended 9/2022*

HOKE COUNTY

- *Commissioner Harry Southlerland*
- *Jackie McLean*

LEE COUNTY

- *Commissioner Kirk Smith*
- *Walter Ferguson*

MONTGOMERY COUNTY

- *Commissioner Mary Hassell*
- *Carol Whitaker - term ended 9/2022*

MOORE COUNTY

- *Commissioner Catherine Graham - service ended 11/2022*
- *Matthew Rothbeind*

RANDOLPH COUNTY

- *Commissioner David Allen*
- *Mike Ayers*
- *Ann Shaw*

RICHMOND COUNTY

- *Commissioner Rick Watkins - joined 10/2022*
- *Dr. Tommy Jarrell*
- *Thad Ussery - term ended 9/2022*

ROCKINGHAM COUNTY

- *Commissioner Mark Richardson*
- *Keith Duncan*

PROVIDER REPRESENTATIVE

- *Jan Herring, RHA Health Services - joined 8/2022*
- *Jerry Earnhardt, Daymark Recovery Services - term ended 6/2022*

HOSPITAL REPRESENTATIVE

- *Vacant*

MESSAGE

FROM THE CEO



Each year, Sandhills Center publishes an Annual Report to highlight the many ways in which we strive to improve the lives of people experiencing mental health challenges, substance use disorders and intellectual/developmental disabilities.

A predominant theme throughout 2022 focused on the partnerships Sandhills Center has forged with our provider network and other community stakeholders throughout the 11-county region. Our collaborative approach allows Sandhills Center to tap into a variety of outside resources to find creative strategies and solutions to meet the unique needs of each community. We understand that addressing behavioral health concerns is a team effort. Some of Sandhills Center's highlights in 2022 included:

- Extending and making permanent the enhanced reimbursement rates to providers that first started during the early days of the COVID-19 pandemic.
- Earning high marks on the annual Provider Satisfaction Survey.
- Launching a monthly *Health Matters* physical health-focused newsletter for providers.
- Engaging the community and our stakeholders in a variety of activities intended to improve access and outcomes for the individuals we serve.

- Recognizing and celebrating Crisis Intervention Team training partners at the state and international levels.

At the close of 2022, we completed our 10th year as a Local Management Entity-Managed Care Organization. We wish to express our sincerest gratitude to the counties we serve, and our members and families, for the enduring trust they continue to place in us. Sandhills Center appreciates the outstanding leadership from our Board of Directors and Consumer & Family Advisory Committee. We also extend many thanks to our staff and provider network for their unwavering commitment to our mission. Finally, we wish to thank the North Carolina General Assembly and Department of Health and Human Services (NCDHHS) for their steadfast responsiveness and guidance.

Sandhills Center is excited to embark on 2023. Soon we will embrace our new role as an NC Medicaid Behavioral Health and Intellectual/Developmental Disabilities Tailored Plan, supporting integrated physical and behavioral health for members with complex needs. We appreciate your support now and in the future.

Victoria Whitt
Chief Executive Officer
Sandhills Center

RATE INCREASES

TO CONTINUE PERMANENTLY

Sandhills Center acknowledges that our provider network has faced many challenges during the last several years as a result of the global pandemic. In late 2022, Sandhills Center announced a permanent extension of the rate enhancements that have been in place since COVID-19 began to spread throughout our region.

In April 2020, reimbursement rate increases to providers were extended on a quarterly basis. They were initially intended to be temporary. Our decision to make the rates permanent was made to strengthen the network in preparation for the Tailored Plan launch. In making the announcement, Sandhills Center also acknowledged the persistence of COVID-19 as another deciding factor to make the rates permanent. Providers are likely to continue facing staffing challenges and increased expenses. The additional revenue from making these rates permanent served to support our network's efforts. The extension affects reimbursement rates for these services: Psychiatric and Residential Treatment Facilities; Behavioral Health Long-Term Residential;

Innovations Residential Services (Residential Supports 1-4, Supported Living 1-3, and Supported Living Periodic); Assertive Community Treatment Team; Community Support Team; Psychosocial Rehabilitation Services; and Community-Based Intermediate Care Facilities.

In addition, Sandhills Center announced a permanent continuation of the 5 percent rate increase for all other Medicaid services. Enhanced \$50.02 per-person/per-day reimbursement rates to community-based Intermediate Care Facilities (ICFs) for individuals with intellectual/developmental disabilities were maintained utilizing funding initially directed by the North Carolina General Assembly. ICF services provided by state-operated facilities have an alternative reimbursement arrangement and were not subject to the permanent funding extension announced by Sandhills Center.

Also in 2022, Sandhills Center increased rates by 10 percent to providers of services subject to Electronic Visit Verification (EVV) compliance. These included specific Innovations and 1915 (b)(3) Waiver services. The rate increases were applied to specific procedural codes for: Personal Care/Individual Support services; Innovations Community Living and Supports; In-Home Skill Building; and Innovations Supported Living Periodic services.

(continued on page 7)

RATE INCREASES

(continued from page 6)

As part of the 21st Century Cures Act, the U.S. Centers for Medicare and Medicaid Services required that North Carolina start using an EVV system for a number of in-home personal care services within NC Innovations and Traumatic Brain Injury Waiver programs, and some B3 services. EVV is a method used to verify visit activity for services delivered as part of Home and Community-Based service programs. It offers accountability so that individuals authorized to receive services, in fact, get them in the approved location, on the correct dates, and for the full length of time allowed.



PROVIDER SATISFACTION

SURVEY RESULTS ANNOUNCED

Sandhills Center was proud to announce the release of the annual Provider Satisfaction Survey, commissioned by the NCDHHS. Each year, the survey measures provider satisfaction among each of the state's Local Management Entities-Managed Care Organizations (LME-MCOs).

The survey results indicated that Sandhills Center maintained strong relationships with providers while successfully conducting oversight and management of mental health, substance use disorder and intellectual/developmental disabilities services in our region. Some of the highlights of the survey results included:

- Sandhills Center received the highest scores among the LME-MCOs on 9 of the 17 questions, the most of any of our peer organizations. Our score was 96.5 percent for the question that rates overall LME-MCO satisfaction. This was the highest score among our peers, and is a score statistically significantly higher than the overall average score for 2021.

(continued on page 8)

PROVIDER SATISFACTION

(continued from page 7)

- Sandhills Center also scored the highest in other areas, including: response time for provider needs; accurate and consistent information about claims; informative and helpful communication; knowledgeable provider network staff; informative training to meet providers' needs; a useful website to assist providers with the tools and materials needed to offer services; and timely credentialing/recredentialing by friendly and knowledgeable staff.
- Sandhills Center had eight results that were statistically higher than the 2021 NC Overall result, which was significantly more than the two achieved by the next-highest scoring LME-MCOs.

The feedback we receive from the annual Provider Satisfaction Survey helps Sandhills Center identify and prioritize opportunities for improvement. The information we glean also solidifies the aspects of our work that are positively identified. We believe the survey results reaffirm our commitment to helping give providers the resources, tools and support they need to offer quality, evidence-based and appropriate solutions for individuals and families within the communities we serve.

HEALTH MATTERS

PROVIDER NEWSLETTER LAUNCHED

As Sandhills Center moves to an integrated approach to providing behavioral and physical health under the Tailored Plan, we recently developed and launched a monthly newsletter for our provider network that focuses on physical health and wellness topics.

Health Matters offers evidence-based and practical information for the prevention and treatment of disease among our members. We understand that treating both the mental and physical health needs of children, adolescents and adults will improve patient outcomes and satisfaction. The November 2022 inaugural edition of *Health Matters* focused on the topic of diabetes in children and adolescents. In December, the newsletter covered the new U.S. Centers for Disease Control and Prevention guidance for opioid use and prescribing. In addition to a main monthly topic, *Health Matters* features health equity subject matter and links to resources for additional information, as well as health awareness month observances.

(continued on page 9)

HEALTH MATTERS

(continued from page 8)

In developing the newsletter, Sandhills Center assembled a team of communications, quality management, and physical health staff. The deputy chief medical officer authors each edition with content determined, in part, by analyses of population health data and other emerging factors. It is our hope that providers find the newsletter useful in improving and maintaining good health among our members. *Health Matters* is distributed to the provider network electronically.

RIGHT:
A SNAPSHOT OF
THE COVER OF
THE NOVEMBER
2022 EDITION OF
HEALTH MATTERS,
A NEWLETTER FOR
PROVIDERS IN THE
SANDHILLS CENTER
NETWORK.



COMMUNITY AND STAKEHOLDER ENGAGEMENT

Sandhills Center strives to engage stakeholders through meaningful educational activities, effective communication and other community relations efforts. Stakeholder engagement is an important step toward creating awareness and empathy to reduce stigma often associated with behavioral health. We want stakeholders and community partners to get timely information that is important to our members and each unique community. Through our efforts, Sandhills Center increasingly seeks ways to:

- Expand opportunities to reach stakeholders to offer educational materials and other information about current services and the role Sandhills Center will play in the future as a Tailored Plan.
- Build upon an already successful Crisis Intervention Team (CIT) training program for law enforcement and other first responders. CIT is a 40-hour training program that is held at least once a year in each county in the Sandhills Center region. CIT training gives first responders resources, educational tools and de-escalation skills to help them in behavioral health crisis situations.

(continued on page 10)

ENGAGEMENT

(continued from page 9)

- Participate in community events, health fairs, exhibits and speaking engagements through which Sandhills Center can share behavioral health information and expertise with our stakeholders.

For many years, Sandhills Center has hosted community breakfasts once a year in each of our counties. These gatherings are among the most visible ways in which Sandhills Center's executive leadership team engages with community leaders such as members of the Boards of County Commissioners, state elected officials, county managers, city leaders, social services directors, public health officials, school superintendents, law enforcement leaders and local health systems representatives. During the gatherings, we offer programmatic updates and county-specific data about service utilization, community outreach and engagement efforts, and CIT training. Network crisis providers present local utilization data and trends. Also, there are opportunities to have discussions about strategies and solutions unique to each county.

Sandhills Center recognizes the importance of engaging community partners and stakeholders. We know that they are critical ambassadors within each county to share our mission and availability of resources with constituents.

Sandhills Center is proud of our involvement in the North Carolina School Mental Health Initiative (NC SMHI), a partnership of providers, educators, advocates, lawyers and parents who offer services, resources and support to students and their families.

Sandhills Center became involved with the NC SMHI at its inception in 2015. The partnership takes pride in offering policy and legislative support to improve access and the coordination of mental health services. It also promotes physical health development, as well as healthy social, emotional and behavioral functions. It also works to prevent problems and respond to issues parents and students have. In addition, the NC SMHI focuses on equitable access to care, as well as treating substance use disorders.

The NC SMHI meets regularly and has eight regional networks that align with the North Carolina Board of Education districts to support school mental health efforts at the local level. The regional approach guides implementation planning and practices, and addresses challenges or barriers to implementation. The partners share best practices, local capacity-building strategies and health literacy training for school personnel. Sandhills Center has taken the lead in coordinating the regional network for the Sandhills district for more than four years, making it the longest consistently-running network within the initiative. The Sandhills Regional Network was recognized in 2022 for its efforts to bring families and communities together to gain feedback for improvements to school mental health services and supports.



Sandhills Center takes very seriously our role in reducing the opioid use crisis. We are committed to several partnerships that strive to make a positive impact, including: the Sandhills Opioid Response Consortium; Hope-N-Hoke Overdose Coalition, Drug-Free Moore County; Project Lazarus; the Randolph County Opioid Collaborative; the Randolph Community College Substance Abuse Symposium; and the Rockingham County Opioid Task Force.

The Sandhills Opioid Response Consortium (SORC), for example, formed more than five years ago under the leadership of FirstHealth of the Carolinas. Its membership includes more than 75 partner organizations in Hoke, Lee, Montgomery, Moore and Richmond counties. The SORC has established a central website for regional information, stories of personal recovery success and a podcast. It can be found here:

www.firsthealth.org/recoveryresources

In addition, the SORC has:

- Developed a network of Peer Support Specialists who share their lived experiences while working directly with partner organizations, agencies and clinics to link people to needed treatment and support.
- Created internal referrals for an opioid use disorder specialist to provide inpatient consultation for linkage to treatment, recovery and harm reduction resources.
- Distributed harm reduction kits and naloxone to first responders. The kits contain information about the Peer Support program, the Good Samaritan law, how to recognize overdose signs and symptoms, and Rapid Response Team contact information.
- Implemented successful media and social media campaigns to promote harm reduction strategies.
- Hosted law enforcement training.
- Coordinated community awareness activities.

As a partner in the fight against the opioid use crisis, Sandhills Center contributes by helping to coordinate awareness events, providing Mental Health First Aid and other training to the Peer Support Specialists, and conducting data analysis and strategic planning.

Participation in these initiatives is a high priority. Sandhills Center shares information across our county borders to leverage resources and connect our communities. We support each county to reach its goals while aligning with the objectives of the [North Carolina Opioid and Substance Use Action Plan](#).

CIT PARTNERS HONORED

AT STATE AND INTERNATIONAL LEVELS

In 2022, thirteen 40-hour Crisis Intervention Team (CIT) training classes were held with 244 graduates representing all 11 counties within the Sandhills Center region. Each year, we are fortunate to partner with dozens of volunteers, advocates, providers, instructors, community colleges, law enforcement agencies and local organizations to conduct CIT training for first responders. Among them, three very deserving individuals were honored in 2022 at the state and international levels for their outstanding contributions. Sandhills Center is grateful to everyone who contributes to making CIT a success in our region. We especially wish to thank and congratulate these award honorees for their dedication:

CIT International Advocate of the Year - George E. Reynolds Jr., NAMI-Moore County

Reynolds was honored with this exceptional honor during the CIT International Conference, held in Pittsburgh, PA, in August 2022. He was nominated by Sandhills Center. The award is given to an individual who demonstrates exemplary active involvement in

their local CIT program. It also acknowledges the recipient's advocacy of issues specific to behavioral health stigma reduction while promoting high-quality treatment and services for people living with mental illness.

Reynolds became involved as a CIT partner early -- before the first CIT training class was ever held in the Sandhills Center region in 2008. He has been active in curriculum planning and training logistics since then. As a NAMI-Moore County representative, he has coordinated with families to share the concerns and challenges they face while caring for loved ones who are experiencing mental illness. For many years, Reynolds has sought ways to expand behavioral health training to local schools using an instructional model similar to that of CIT. He helped develop a two-day mental health crisis prevention/intervention training program for school personnel that has expanded in recent years. He also has been a part of the development and delivery of CIT training in four counties outside of Moore, and has been an instrumental volunteer for the Sandhills Center/UNC System CIT training that began in 2021 to educate campus police officers from across the state.



**PICTURED:
GEORGE E.
REYNOLDS JR.**

(continued on page 13)

CIT PARTNERS HONORED

(continued from page 12)

“George’s commitment represents an extraordinary belief in the importance of crisis training for first responders,” said Victoria Whitt, CEO of Sandhills Center. “He makes great use of every opportunity to provide first responders with relevant, valuable insights about interactions with people experiencing mental illness. He desires for all first responders to be CIT trained. While he is truly concerned for the safety of people in crisis, he also is highly concerned about officer safety.”

In February 2022, two Sandhills Center CIT partners were recognized with awards during the North Carolina CIT Conference. Recipients were selected by the NC CIT Committee, which consists of health care professionals, behavioral health agency representatives and law enforcement leaders from across the state. Both of the award recipients were proudly nominated by Sandhills Center.

CIT Trainer of the Year — Jerry Earnhardt, MS, regional operations manager for Daymark Recovery Services: This award recognizes exemplary professionals and provider agencies that demonstrate leadership in advancing CIT in their communities. Earnhardt has served as a CIT instructor for more than 10 years, and has taught hundreds of participants.

He often enlists key Daymark staff to serve on planning committees and as instructors on topics such as substance use, co-occurring disorders, post-traumatic stress disorder and child/adolescent issues. He and his staff also have taken active roles in scenario-based exercises and professional panels. Earnhardt is the lead instructor for QPR, a suicide prevention training in several counties. He also facilitates Behavioral Health System presentations, offering an overview of the region’s crisis centers.

Sandhills Center is appreciative of Earnhardt’s knowledge, engaging teaching style and established rapport with CIT participants.



ABOVE: JERRY EARNHARDT (RIGHT) WITH GARRY CRITES, EXECUTIVE DIRECTOR OF NAMI-NORTH CAROLINA.

(continued on page 14)

CIT PARTNERS HONORED

(continued from page 12)

CIT Champion of the Year — Capt. James Kerney, Montgomery County Sheriff's Office*

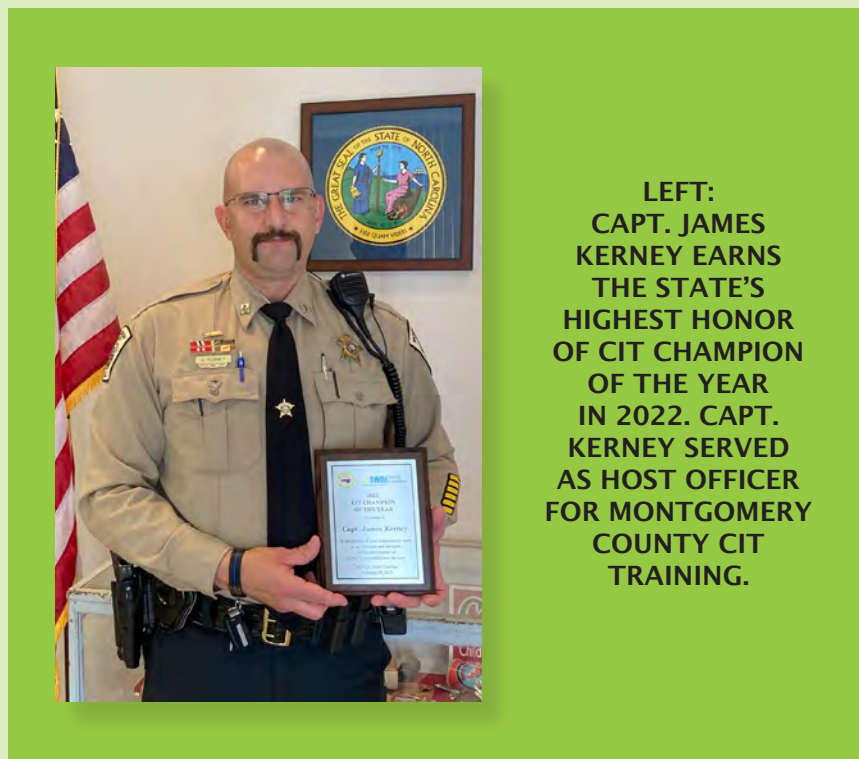
This award is the North Carolina CIT Committee's highest honor. It is given to the person who has done the most in the state to improve the quality of life for people with mental illness through championing CIT with innovative approaches to decriminalizing mental illness. Sandhills Center proudly nominated Capt. Kerney for this recognition.

Capt. Kerney completed CIT training in Montgomery County in 2019, and was named host officer soon after. He has regularly recruited first responders to attend CIT training. He insists that "CIT helps on calls, decreases physical restraints, and outcomes are much better."

Despite competing priorities that often come with having a high rank, Capt. Kerney remained active in CIT planning meetings, assisted with securing training locations and made connections with instructors and scenario-based training evaluators. He strongly believes that CIT trained officers have increased compassion for people in crisis, and a greater understanding that jail diversion is an important effort. Capt. Kerney credits his CIT training for his ability to avert four instances of attempted suicide.

Sandhills Center is grateful for Capt. Kerney's enthusiasm for CIT and his ability to engage the community to gain support for this important educational effort.

Sandhills Center appreciates NAMI-NC and the NC CIT Committee for recognizing Earnhardt and Kerney's outstanding contributions to CIT training in our region.



**LEFT:
CAPT. JAMES
KERNEY EARNS
THE STATE'S
HIGHEST HONOR
OF CIT CHAMPION
OF THE YEAR
IN 2022. CAPT.
KERNEY SERVED
AS HOST OFFICER
FOR MONTGOMERY
COUNTY CIT
TRAINING.**

** When accepting the award, Capt. Kerney was employed by the Montgomery County Sheriff's Office. He has since joined the Davidson County Sheriff's Office.*

This Annual Report to our Community Stakeholders is brought to you by:



**SANDHILLS
CENTER**

Administrative Offices:
P.O. Box 9
West End, NC 27376

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**SANDHILLS CENTER IS
NATIONALLY
ACCREDITED**

QUARTERLY REPORT

TO OUR COMMUNITY PARTNERS AND STAKEHOLDERS

January 2023



SANDHILLS CENTER

Serving Anson, Davidson, Guilford,
Harnett, Hoke, Lee, Montgomery, Moore
Randolph, Richmond and Rockingham
counties in central North Carolina

LEADERSHIP



SANDHILLS CENTER

Chief Executive Officer

Victoria Whitt

Board Chair

Commissioner Harry Southerland, Hoke County

Vice Chair

Vacant

Secretary

Commissioner Priscilla Little, Anson County

Anson County

Commissioner Priscilla Little
Commissioner Robert Mims

Davidson County

Commissioner Karen Watford
Trish Baker
Billy Louya

Guilford County

Commissioner Alan Perdue
Dr. Alvin Keyes
Dr. Walter Salinger
Vacant

Harnett County

Commissioner Matt Nicol
Vacant

Hoke County

Commissioner Harry Southerland
Jackie McLean

Lee County

Commissioner Kirk Smith
Walter Ferguson

Montgomery County

Commissioner Mary Hassell
Vacant

Moore County

Matthew Rothbeind
Vacant

Randolph County

Commissioner David Allen
Mike Ayers
Ann Shaw

Richmond County

Commissioner Rick Watkins
Dr. Tommy Jarell

Rockingham County

Commissioner Mark Richardson
Keith Duncan

Provider Council Representative

Jan Herring, RHA Health Services

Hospital Representative Vacant

** This membership roster is reflective of Board of Directors service during October, November and December 2022.*



A MESSAGE FROM THE CEO

As Sandhills Center prepares to become an NC Medicaid Behavioral Health and Intellectual/Developmental Disabilities Tailored Plan, we want to impress on our community stakeholders that we will continue to remain steadfast in our mission. In times of change, we will always maintain our efforts to reach our established goals.

Sandhills Center's ultimate objective is to improve the quality of life for individuals and families who need our assistance in Anson, Davidson, Guilford, Harnett, Hoke, Lee, Montgomery, Moore, Randolph, Richmond and Rockingham counties.

In this Quarterly Report to our community stakeholders, we reflect on some of the ways in which we demonstrate our commitment to our objectives, including:

- Offering stakeholder engagement opportunities throughout the region.
- Creating educational and informational support to our provider network through the *Health Matters* newsletter that focuses on physical health and health equity.

- Permanently extending reimbursement rate increases to providers to build strength in our network.

As Sandhills Center enters a new year and approaches a new era of Medicaid Managed Care service delivery, rest assured that we vow to never lose sight of what is most important -- producing better outcomes for individuals and families who need our care.

We appreciate your continued partnership and support.



Victoria Whitt,
Chief Executive Officer
Sandhills Center



COMMUNITY

SANDHILLS CENTER FOCUSES ON STAKEHOLDER ENGAGEMENT

Sandhills Center strives to engage stakeholders in our region through meaningful educational initiatives, effective communication and other community relations efforts.

We believe that stakeholder engagement is an important step toward creating awareness and empathy to reduce stigma often associated with mental illness, substance use disorder and intellectual/developmental disabilities. Sandhills Center assures that stakeholders and community partners receive current and timely information that is important to

our members and each unique community. Through our stakeholder engagement efforts, Sandhills Center increasingly seeks ways to:

- Expand opportunities to reach stakeholders to offer educational materials and other information about current Sandhills Center services and the role Sandhills Center will play in the future as an NC Medicaid Behavioral Health and Intellectual/Developmental Disabilities Tailored Plan.

(continued on page 5)

(continued from page 4)

- Build upon an already successful Crisis Intervention Team (CIT) training program for law enforcement and other first responders. CIT is a 40-hour training program that is held at least once a year in each of the counties within the Sandhills Center region. CIT training gives first responders resources, educational tools and de-escalation skills to help them in behavioral health crisis situations.
- Participate in community events, health fairs, exhibits and speaking engagements through which Sandhills Center can share behavioral health information and expertise with our stakeholders.

For many years, Sandhills Center has hosted community breakfasts once a year in each of our counties. These events are among the most visible ways in which we engage community leaders. The community breakfasts give Sandhills Center's executive leadership team an opportunity to meet directly with members of the Boards of County Commissioners, state elected officials, county managers, city leaders, social services directors, public health officials, school superintendents, law enforcement leaders, and local health systems representatives.

During these meetings, Sandhills Center provides programmatic updates and county-specific data about service utilization, community outreach and engagement efforts, and CIT training. Network crisis providers present local utilization data and trends. Also, there are opportunities to have discussions about strategies and solutions unique to each county.

Sandhills Center is proud of our community engagement approach. We recognize that our community partners and stakeholders are critical ambassadors within each county to share information about our mission and availability of resources with their constituents.



NETWORK

SANDHILLS CENTER LAUNCHES PHYSICAL HEALTH NEWSLETTER

Sandhills Center recognizes that treating both the mental health and physical needs of children, adolescents, and adults will improve patient outcomes and satisfaction.

As we move to an integrated approach of providing behavioral and physical health care, Sandhills Center has developed a monthly newsletter for our network of providers that focuses on topics related to physical health and wellness. *Health Matters* was launched on Nov. 1, 2022, as an effort to offer practical health information for the prevention and treatment of disease among our members. It is distributed by email through the provider network listserv.

A team of Sandhills Center communications, quality management and population health staff developed the concept for *Health Matters*. Our Deputy Chief Medical Officer authors the main content in each edition. The diabetes information in November was summarized from the clinical practice recommendations of the American Diabetes Association. In December 2022, *Health Matters* featured

the new U.S. Centers for Disease Control and Prevention guidelines for opioid misuse and prescribing. Future topics will be chosen, in part, by analyses of population health data and other emerging factors.

Health Matters serves as a great opportunity for Sandhills Center to connect further with our providers, offering additional support and resources they need, and thereby strengthening our relationship. It is our hope that our network will find *Health Matters* helpful in their work to improve and maintain good health within our communities.

Right:
A snapshot
of the new
provider
newsletter
Health Matters



SERVICES



SANDHILLS CENTER PERMANENTLY EXTENDS COVID-19 RATE ENHANCEMENTS

Sandhills Center has permanently extended the rate enhancements that have been in place since the COVID-19 pandemic began to spread throughout the region.

Previously, rate increases for specific services were determined on a quarterly basis and were intended to be temporary.

Because they have been available since April 2020, Sandhills Center believes that removing or decreasing the rate enhancements would lead to provider instability at a time when we are working to expand and strengthen the network in preparation for the Tailored Plan launch.

Additionally, the virus has persistently produced variants that show no signs of ending soon. Providers likely will continue to have increased expenses and challenges with maintaining staffing levels. Therefore, it is expected that they will need the additional revenue from those enhanced rates.

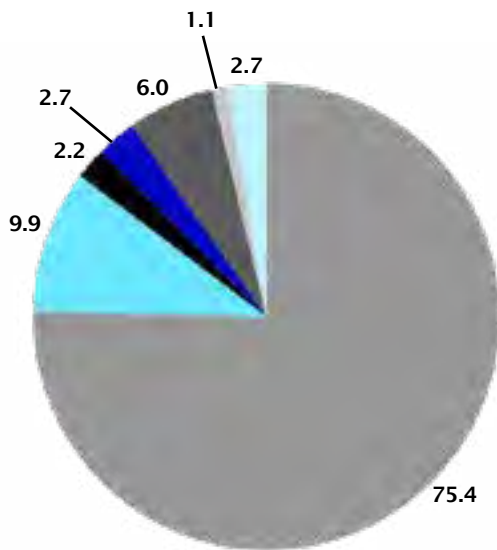
As a reminder, these residential and other service offerings will maintain 15 percent rate increases: Psychiatric Residential Treatment Facilities; Behavioral Health Long-Term Residential; Innovations Residential Services (Residential Supports 1-4, Supported Living 1-3 and Supported Living Periodic); Assertive Community Treatment Team; Community Support Team; Psychosocial Rehabilitation Services; and Community-Based Intermediate Care Facilities.

Sandhills Center also has continued the 5 percent rate increases for all other Medicaid services. Enhanced \$50.02 per-person/per-day reimbursement rates to community-based Intermediate Care Facilities (ICFs) for individuals with intellectual/developmental disabilities also were maintained utilizing funding initially directed by the North Carolina General Assembly. ICF services provided through state-operated facilities have an alternative reimbursement arrangement and are not subject to the funding extension announced by Sandhills Center.

“We appreciate the support to our members that the provider network has demonstrated both before and during the pandemic,” said Sandhills Center CEO Victoria Whitt. “A continued focus on meeting the needs of those served is a key element as we collectively make the transition to the Tailored Plan environment.”

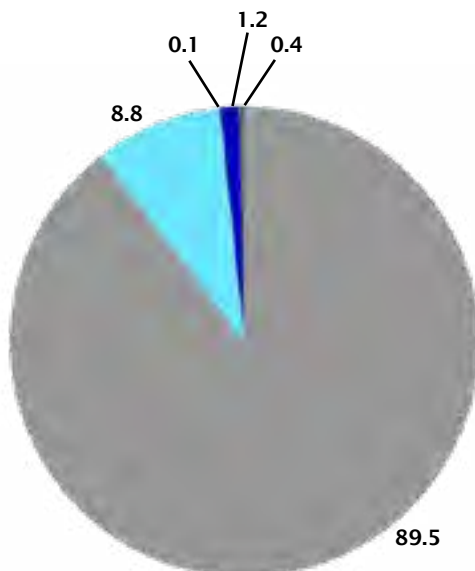
FINANCIALS

OPERATING BUDGET FY 2022-2023



REVENUES

Medicaid Service Contracts	449,143,139	75.4%
State, Federal Service Funds and Medicaid Flow	58,917,345	9.9%
County General and Other Local	13,263,679	2.2%
I/DD Treatment Planning Administration and MH/SA Treatment Planning	16,448,272	2.7%
Medicaid Administration General and LME Administration	35,525,733	6.0%
Medicaid Reserve Funds	6,414,454	1.1%
Fund Balance	15,934,883	2.7%
TOTAL	595,647,505	100%



EXPENSES

Contracts	533,297,648	89.5%
Personnel	52,572,405	8.8%
Materials and Supplies	436,787	0.1%
Current Obligations/Services	7,050,495	1.2%
Fixed Charges and Capital	2,290,170	0.4%
TOTAL	595,647,505	100%



SANDHILLS CENTER

SandhillsCenter.org

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24/7 BEHAVIORAL HEALTH CRISIS LINE

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Sandhills Center is nationally accredited.



MEMORANDUM TO: MOORE COUNTY BOARD OF COMMISSIONERS
FROM: Rachel Patterson, GIS
DATE: April 18, 2023
SUBJECT: Public Hearing – Amendment to the
Moore County Road Name and Addressing Ordinance
PRESENTER: Rachel Patterson

REQUEST:

Request is hereby made for the Board of Commissioners to amend the Moore County Road Naming and Addressing Ordinance to add one (1) road to the ordinance.

BACKGROUND:

On July 10, 1989, the Moore County Board of Commissioners enacted the Moore County Road Name and Addressing Ordinance, establishing the names of roads, a procedure for the future naming or renaming of roads and the numbering of all houses, mobile homes, commercial and industrial buildings. In adopting this Ordinance, the Board recognized the need for the naming of roads outside of municipal limits in the County of Moore and the numbering of residential, commercial and industrial structures, and accessory buildings thereto, as being essential for the operation of the enhanced 911 dispatch system in the County of Moore.

Section 3 of this Ordinance states “No new roads outside of municipal limits in the County of Moore, whether a part of the State Secondary Road System or Private, shall be named without approval of the Board of Commissioners.” The road listed here is for initial naming and is privately maintained; DUNSMORE DR (P4270).

IMPLEMENTATION PLAN:

Upon adoption of this amendment, a formal letter of notification of the approved road names will be forwarded to individuals who own property along each of these roads.

FINANCIAL IMPACT STATEMENT:

Not Applicable.

RECOMMENDATION SUMMARY:

Staff respectfully requests that the Board of Commissioners make a motion to add one (1) road to the Moore County Road Name and Addressing Ordinance as proposed.

SUPPORTING ATTACHMENTS:

Road Name and Addressing Ordinance
Color Maps
Legal Notice

AMENDMENT TO
THE MOORE COUNTY ROAD NAME AND ADDRESSING ORDINANCE

ADOPTED JULY 10, 1989
AND AS SUBSEQUENTLY AMENDED

RESOLVED by the Board of Commissioners of the County of Moore that Section III ROAD NAMING OF THE ABOVE REFERENCED ORDINANCE BE AMENDED TO ADD, RENAME, OR REMOVE THE FOLLOWING ROADS AS INDICATED:

ADD:

DUNSMORE DR (P4270).....*Located off Union Church Rd (SR 1805) on the western side, approximately 0.03 miles north of the intersection of Union Church Rd and Henderson Rd (SR 1828).*

AND, FURTHER, that the effective date of this amendment to the above described Ordinance shall be upon adoption.

Adopted this 18th day of April 2023.

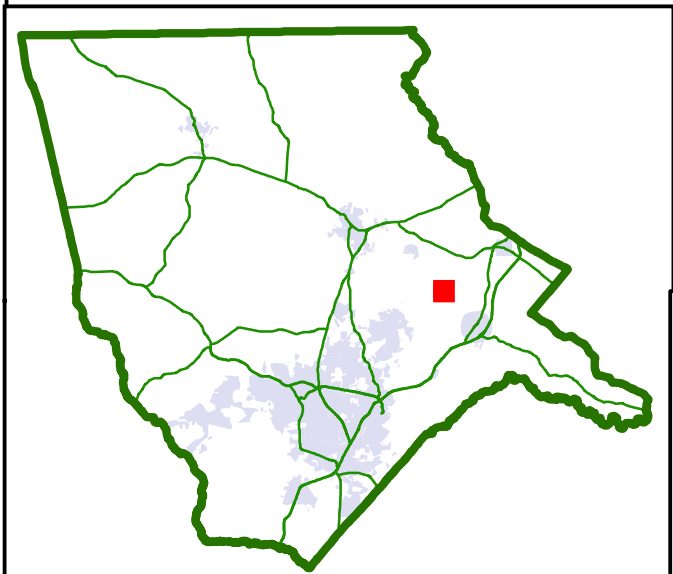
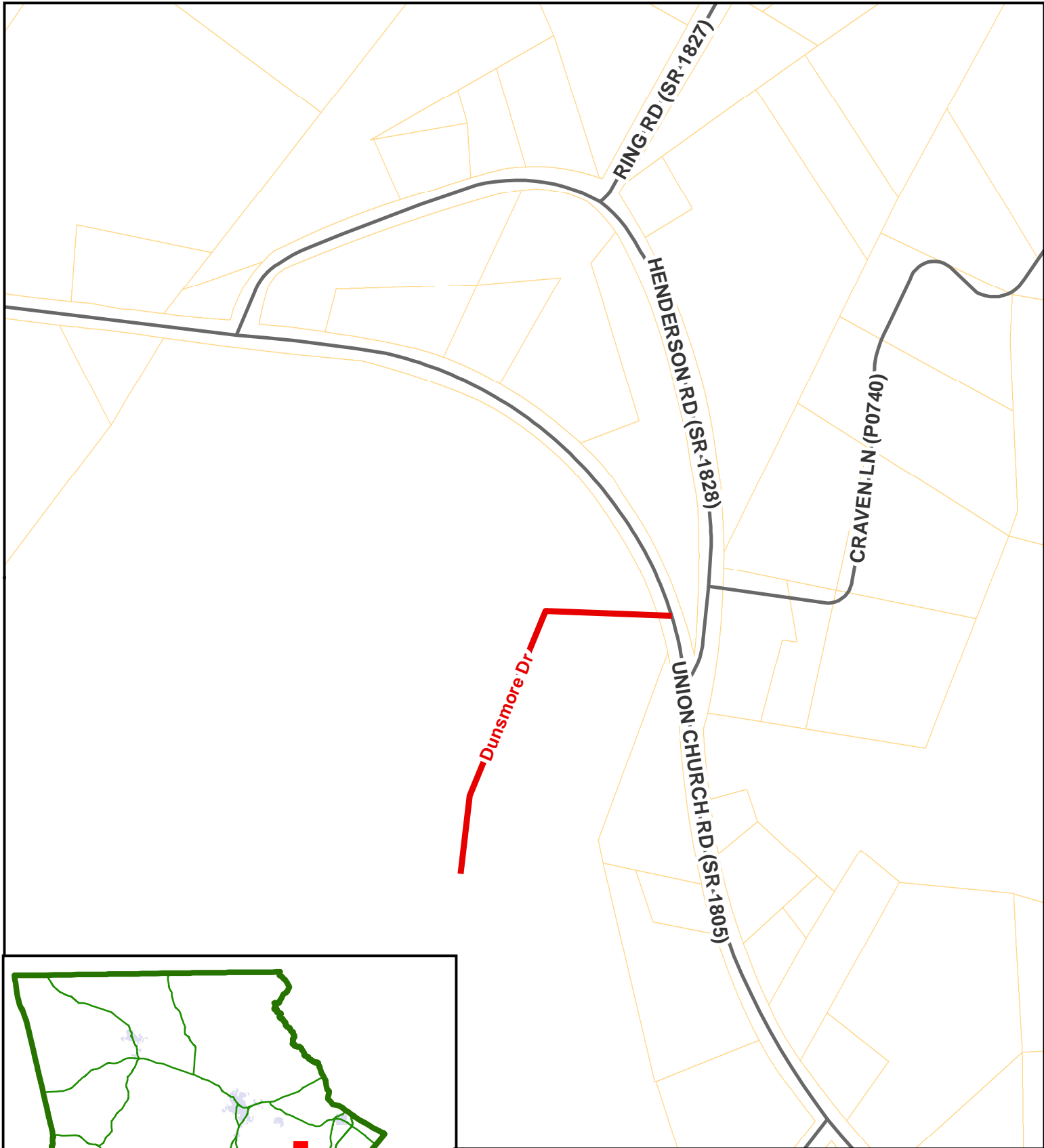
Nick Picerno, Chairman
Moore County Board of Commissioners

Laura Williams, Clerk to the Board
Moore County Board of Commissioners

TABLE OF CONTENTS
MOORE COUNTY ORDINANCE UPDATE
– April 2023 –

NEW/CHANGED/REMOVED ROAD NAME.....MAP NUMBER

DUNSMORE DR (P4270) 1



Moore County Ordinance Update - Map 1

400 Feet

Map Prepared By Moore County GIS Department
Date: 3/22/2023

Moore County GIS Disclaimer
All the information contained on this media is prepared for the inventory of real property found within Moore County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. All information contained herein was created for the County's internal use. MOORE COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES MAKE NO WARRANTY AS TO THE CORRECTNESS OR ACCURACY OF THE INFORMATION SET FORTH ON THIS MEDIA WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. Any resale of this data is strictly prohibited in accordance with North Carolina General Statutes 132-10. Gnd is based on North Carolina State Plane Coordinate System NAD83 (feet).
Source: \\gisdrbgis\Projects\DEPARTMENTS\ADDRESSING\Streets_ordinance\RoadName_PreAgenda\UpdateRoads_LetterSize.mxd



Legend

- Existing Roads
- Parcels
- Cities
- County Line

LEGAL NOTICE



Notice is hereby given that a Public Hearing will be held before the Moore County Board of Commissioners at 5:30 PM on Tuesday, April 18, 2023, in the Commissioners' Meeting Room located on the 2nd floor of the Historic Courthouse in Carthage, North Carolina. The purpose of the hearing is to consider the following:

An amendment to the Moore County Road Name and Addressing Ordinance to add one (1) road to the Ordinance, which is Dunsmore Dr.

Information pertaining to this amendment is available for review at the Moore County GIS Department, located at 707 Pinehurst Ave, Carthage, NC 28327, during normal business hours.

Interested persons are invited to attend. Accommodations for individuals with disabilities or impairments will be made upon request to the extent that reasonable notice is given.

Laura Williams,
Clerk to the Board

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Enslinger
Planning Director

DATE: March 7, 2023

SUBJECT: Unified Development Ordinance Text Amendment- Quarterly Update

PRESENTER: Debra Enslinger

REQUEST

Request to consider the following text amendments to the Moore County Unified Development Ordinance:

Bold Text – additions to the ordinance
~~Strikethrough Text~~ – deletions from the ordinance

1. AMEND Chapter 2 (Review Bodies and Administrator), Section 2.3.D (Planning Board) as follows:

D. QUORUM

No official business of the Planning Board may be conducted without a quorum present. For any and all matters there shall be present a quorum ~~of at least four members.~~ **in accordance with the by-laws and/or rules of procedures adopted by the Board of Commissioners.**

REASON. To bring quorum requirements into compliance with the adopted by-laws of the Planning Board.

2. AMEND Chapter 2 (Review Bodies and Administrator), Section 2.5.B (Subdivision Review Board) as follows:

B. QUORUM

No official business of the Subdivision Review Board may be conducted without a quorum present. For any and all matters there shall be present a quorum ~~of at least four members.~~ **in accordance with the by-laws and/or rules of procedures adopted by the Board of Commissioners.**

REASON. To bring quorum requirements into compliance with the adopted by-laws of the Subdivision Review Board.

3. AMEND Chapter 6 (Table of Uses), Section 6.1 (Principal Use Table) as follows:

PRINCIPAL USE TABLE																	
P = Permitted by-Right S = Requires Special Use Permit Z = Permitted in Conditional Zoning District A = Allowed in PD District • = Not Permitted																	
Principal Use Type	Zoning Districts [1]																Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ	Specific Use Standards
Residential Major Subdivision	S	S	S	•	•	S	•	•	•	•	•	•	•	•	•	•	Ch. 19

REASON. To rectify an error made during Unified Development Ordinance update in November 2022. Major Subdivisions should only be allowed in the Residential and Agricultural-40 (RA-40), Residential and Agricultural-20 (RA-20), and Rural Agricultural Urban Service Boundary (RA-USB) districts by Special Use Permit, as it was in the previous version of the Unified Development Ordinance. Major Subdivisions are not allowed in the Rural Agricultural zoning district.

4. AMEND Chapter 6 (Table of Uses), Section 6.2.E (Accessory Use Table) as follows:

ACCESSORY USE TABLE																	
Accessory Use Type	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ	Specific Use Standards
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ	Specific Use Standards
RESIDENTIAL USES																	
Carport or Garage	P	P	P	P	P	P	P	P	P	•	P	P	P	P	Z	A	8.81 6.2

REASON. To return Carports and Garages to the standards for accessory structures listed in Section 6.2.

5. AMEND Chapter 6 (Table of Uses), Section 6.2 (Accessory Uses) as follows:

C. GENERAL STANDARDS FOR ALL SECONDARY USES AND STRUCTURES

1. PERMITTED ACCESSORY USES AND STRUCTURES

Except for accessory dwellings, Permitted accessory uses and structures shall:

- i. Be clearly incidental to an allowed principal use or structure;
- ii. Be subordinate to and serve an allowed principal use or structure;
- iii. Be subordinate in area, extent, and purpose to the principal use or structure; and
- iv. Contribute to the comfort, convenience, or needs of occupants associated with the principal use or structure.

REASON. To ensure that accessory dwellings are not held to the same size standard as other accessory buildings. This will bring the Unified Development Ordinance in line with the current standard used by the Planning Department.

CONSISTENCY WITH THE ADOPTED 2013 LAND USE PLAN

The Board of Commissioners Consistency Statement which speaks to Land Use Plan goals is included for the Board's review and consideration.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2022-2023 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on March 2, 2023, and recommended approval of the text amendment request. (7-0).

RECOMMENDATION SUMMARY:

Staff recommends the Moore County Board of Commissioners make two separate motions:

Motion #1: Make a motion to adopt the attached Moore County Board of Commissioners Land Use Plan Consistency Statement (**Approval** or **Denial**) and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-605.

Motion #2: Make a motion to approve or deny the proposed text amendments to the Moore County Unified Development Ordinance.

ATTACHMENTS

- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Text Amendment – Unified Development Ordinance

The Moore County Board of Commissioners concludes and approves that:

The proposed text amendment is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

1. It is consistent with Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of the areas around municipalities).
 - Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economic, and natural resources are considered appropriately.
2. It is consistent with Goal 4: Provide Information and Seek Citizen Participation:
 - Action 4.1.1: Continue to support and implement easy to understand guidelines to incorporate throughout governmental departments.

The proposed text amendment is reasonable and in the public interest because:

1. It supports the current 2013 Moore County Land Use Plan goals and recommendations listed above.

Therefore, the Moore County Board of Commissioners **APPROVES** the text amendment to the Unified Development Ordinance, as proposed.

Nick Picerno, Chair
Moore County Board of Commissioners

Date

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Text Amendment – Unified Development Ordinance

The Moore County Board of Commissioners concludes and approves that:

The proposed text amendment is not consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

1. It is not consistent with Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of the areas around municipalities).
 - Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economic, and natural resources are considered appropriately.

The proposed text amendment is not reasonable and not in the public interest because the proposed text amendment will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners **DENIES** the text amendment to the Unified Development Ordinance, as proposed.

Nick Picerno, Chair

Date

Moore County Board of Commissioners

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning Director

DATE: March 16, 2023

SUBJECT: Unified Development Ordinance Text Amendment – Freight
Terminals (Section 8.111)

PRESENTER: Debra Ensminger

REQUEST

A request for a text amendment to Chapter 8: Specific Use Standards (Section 8.49 and Section 8.111), Chapter 6: Table of Uses (Section 6.1), and Chapter 20: Definitions (Section 20.2) of the Moore County Unified Development Ordinance as follows:

Bold Text – additions to the ordinance

~~Strikethrough Text~~ – deletions from the ordinance

1. AMEND Chapter 8 (Specific Use Standards), Section 8.111 (Warehouse, Distribution Center, Freight Terminals) as follows:

SECTION 8.111. WAREHOUSE, DISTRIBUTION CENTER, ~~FREIGHT TERMINALS~~

REASON. To make Freight Terminal an individual specific use with standards separate from Warehouses and Distribution Centers.

2. AMEND Chapter 8 (Specific Use Standards) to add Section 8.49 (Freight Terminals)

SECTION 8.49. FREIGHT TERMINALS

A. DEFINITION

1. **A facility designated for the loading, unloading, and transshipment of goods from and to trains or other modes of transportation.**

B. STANDARDS

1. **All structures, loading areas, parking areas, outdoor storage, and staging areas shall be located a minimum of 100 feet from any residentially zoned property line, and meet the industrial zoning district setbacks from any non-residentially zoned property lines.**

REASON. To ensure the table of uses includes the new use. Placing Freight Terminals in the Utilities/Services category would allow them to be in the Highway Corridor Overlay District.

Currently all uses listed under “Warehousing” are prohibited in the Urban Transition Highway Corridor Overlay District.

5. AMEND Chapter 20 (Definitions), Section 20.2 (Definitions) to add the definitions of “staging area” as follows:

Staging area: A location where vehicles, equipment, or material are assembled for the purpose of transporting the assembled vehicles, equipment, or material to another location.

PLANNING BOARD RECOMMENDATION

The Planning Board met on February 2, 2023, and recommended that the item be continued to the next meeting to allow planning staff to do more research to answer questions that arose during the meeting.

The Planning Board met on March 2, 2023, and recommended approval (6-0) of the text amendment request with the following addendums added to the standards:

1. Setbacks from non-residential property lines must meet the industrial zoning district setbacks.
2. Add “staging areas” to item B subsection 1 and define staging area in the definitions section.
3. Require type 3 screening along residentially zoned property lines, type 2 screening along non-residentially zoned property lines, and require any optional security fencing or type 1 screening to be located on the interior side of the required vegetative buffer.
4. Add “truck terminals shall be located on or directly accessible to a major roadway as listed in the adopted Comprehensive Transportation Plan.”

CONSISTENCY WITH THE ADOPTED 2013 LAND USE PLAN

The Board of Commissioners Consistency Statement which speaks to Land Use Plan goals is included for the Board’s review and consideration.

FINANCIAL IMPACT STATEMENT

No financial impact to the County’s FY 2022-2023 budget.

RECOMMENDATION

Staff recommends the Moore County Board of Commissioners make two separate motions:

Motion #1: Make a motion to adopt the attached Moore County Board of Commissioners Land Use Plan Consistency Statement (**Approval** or **Denial**) and authorize the Chairman to execute the document as required by North Carolina General Statute 160D-604.

Motion #2: Make a motion to **Approve** or **Deny** the proposed text amendment to the Moore County Unified Development Ordinance.

ATTACHMENTS

- Diagram of existing rail spur
- Board of Commissioners Consistency Statement – Approval
- Board of Commissioners Consistency Statement – Denial
- UDO – Chapter 6. Table of Uses
 - Section 6.1 Principal Use Table
 - Section 6.2 Accessory Uses
 - Section 6.3 Temporary Uses
- Other jurisdiction examples
- RLUAC Comment

Diagram of Existing Rail Spur



Moore County Board of Commissioners
Land Use Plan Consistency Statement
Text Amendment - Unified Development Ordinance

The Moore County Board of Commissioners finds that:

The proposed text amendment is consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

1. It is consistent with Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of the areas around municipalities).
 - Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately. Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.
 - Adding the Freight Terminal use will allow existing railroad spurs to be utilized for the loading and unloading of goods. The text amendment would allow freight terminals where the infrastructure already exists.
2. It is consistent with Goal 3: Optimize the Uses of Land Within the County of Moore.
 - Recommendation 3.3: Encourage a functional railway system. Action 3.3.1: Encourage new commercial and industrial uses to locate along existing railway systems and focus non-rail dependent land uses away from existing railway systems.
 - The text amendment will allow Freight Terminals to locate along existing railway systems.

The proposed text amendment is reasonable and in the public interest because:

1. It supports the current 2013 Moore County Land Use Plan goals and recommendations listed above.
2. The specific use allows for the unloading and loading of goods from and to trains to take place at existing railway spurs.

Therefore, the Moore County Board of Commissioners recommends **APPROVAL** of the text amendment to the Unified Development Ordinance, as proposed.

Nick Picerno, Chair
Moore County Board of Commissioners

Date

Moore County Board of Commissioners
Land Use Plan Consistency Statement
Text Amendment - Unified Development Ordinance

The Moore County Board of Commissioners finds that:

The proposed text amendment is not consistent with the following goals as listed in the 2013 Moore County Land Use Plan:

1. It is not consistent with Goal 1: Preserve and Protect the Ambiance and Heritage of the County of Moore (inclusive of the areas around municipalities).
 - Recommendation 1.5: Encourage and support development and land use principles by ensuring Moore County's cultural, economical, and natural resources are considered appropriately. Action 1.8.5: Support and promote infill development that will optimize the use of existing infrastructure.
3. It is not consistent with Goal 3: Optimize the Uses of Land Within the County of Moore.
 - Recommendation 3.3: Encourage a functional railway system. Action 3.3.1: Encourage new commercial and industrial uses to locate along existing railway systems and focus non-rail dependent land uses away from existing railway systems.

The proposed text amendment is not reasonable and not in the public interest because the proposed text amendment will have an unreasonable impact on the surrounding community.

Therefore, the Moore County Board of Commissioners recommends **DENIAL** of the text amendment to the Unified Development Ordinance, as proposed.

Nick Picerno, Chair
Moore County Board of Commissioners

Date

CHAPTER 6. TABLE OF USES

SECTION 6.1. PRINCIPAL USE TABLE

I. COMBINATION OR MULTIPLE PRINCIPAL USES

Developments with combination or multiple principal uses, such as shopping centers, shall:

1. Incorporate only those use types allowed in the applicable zoning district;
2. Comply with all the use standards that apply to each use type in the development; and
3. Comply with the required method of establishment for the use type identified in the principal use table.

J. MAJOR SUBDIVISION

The principal use table lists residential and non-residential major subdivisions and the zoning districts where these kinds of subdivisions are permitted in accordance with the applicable standards in Chapter 19. Minor, expedited, and family subdivisions are not required to obtain special use permit approval and are not prohibited in any zoning districts.

PRINCIPAL USE TABLE																			
P = Permitted by-Right S = Requires Special Use Permit Z = Permitted in Conditional Zoning District A = Allowed in PD District • = Not Permitted																			
Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.	
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ			
AGRICULTURAL USES																			
Agricultural Uses and Buildings (Not in a Bona Fide Farm)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.7	U	
Bona Fide Farm	Bona Fide Farm exemption status is obtained through the Moore County Planning Department																8.20	S, U	
RESIDENTIAL USES																			
Single-Family Household																			
Dwellings, Single Family	P	P	P	P	P	P	P	P	P	•	•	•	•	•	Z	A	8.43	R-3	
Dwellings, Duplex	•	P	P	•	•	•	P	•	P	•	•	•	•	•	Z	A	8.42	R-3	
Family Care Home (6 or less)	P	P	P	P	P	P	P	P	P	•	•	•	•	•	Z	A	8.45	I, R	
Manufactured Home	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.64	R-3	
Manufactured Home Park	Z	•	•	•	•	•	•	•	•	•	•	•	•	•	•	A	8.65	Mix	
Multi-Family Residential																			
Group Care Facility	Z	•	•	•	•	•	•	•	•	•	S	P	•	•	•	A	8.54	I, R	
Multi-family Dwelling (3 or more units per lot)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	Z	A	8.74	R-2	
Nursing Home	S	S	S	S	S	•	•	•	•	•	P	P	•	•	Z	A	8.77	B, I	
COMMERCIAL USES																			
Animal Services																			
Animal Shelter	Z	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	8.11	B	
Animal Training Facility, Military	Z	•	•	•	•	•	•	•	•	•	•	•	•	P	•	•	8.12	B	
Kennels, Overnight	Z	•	•	•	•	•	•	•	•	•	Z	Z	•	P	•	A	8.61	B	
Pet Day Care, Grooming, Obedience Training	Z	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.82	B	
Veterinary Clinic	Z	•	•	•	•	•	P	•	•	•	P	P	P	•	•	A	8.110	B	

CHAPTER 6. TABLE OF USES
SECTION 6.1. PRINCIPAL USE TABLE

PRINCIPAL USE TABLE

P = Permitted by-Right
S = Requires Special Use Permit
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A = Allowed in PD District
• = Not Permitted

Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	L	MF-CZ	PD-CZ		
Offices and General Services																		
Beauty / Barber Shop / Nail Salon	•	•	•	•	•	•	•	•	P	•	•	P	P	P	•	A	8.17	B
Bed and Breakfast	Z	Z	Z	Z	Z	Z	•	•	•	•	•	•	•	•	Z	A	8.18	
Dry Cleaning and Laundromat	•	•	•	•	•	•	•	•	P	•	P	P	P	P	•	A	8.41	B
Equestrian Cottage	•	•	•	•	•	•	Z	•	•	•	•	•	•	•	•	A	8.44	
Hotel and Motel	•	•	•	•	•	•	•	•	•	•	•	P	•	•	•	A	8.59	R-1
Office	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.78	B
Small Appliance Repair Shop	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.99	B
Trade Contractor Office and Workshop	•	•	•	•	•	•	•	•	•	•	Z	P	P	P	•	A	8.106	B, S
Retail Services																		
Auction House	•	•	•	•	•	•	•	•	•	•	P	P	•	P	•	A	8.14	A-3, B
Convenience Store	S	•	•	•	•	•	•	•	P	•	P	P	P	P	•	A	8.35	M
Feed and Seed Sales	S	•	•	•	•	•	S	•	•	•	P	P	•	P	•	A	8.46	B, M
Florist	P	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.48	B
Flea Market	S	•	•	•	•	•	•	•	•	•	Z	P	•	•	•	•	8.47	B, M
Garden Center	•	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.50	M, U
Manufactured or Modular Home Sales	•	•	•	•	•	•	•	•	•	•	•	P	•	P	•	•	8.66	B
Restaurant	•	•	•	•	•	•	•	•	P	•	P	P	P	P	•	A	8.90	A-2
Retail	•	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.91	M
Shopping Centers	•	•	•	•	•	•	•	•	•	•	•	Z	•	S	•	A	8.98	M
Wholesales	•	•	•	•	•	•	•	•	•	•	•	P	S	P	•	A	8.112	M
Vehicle Services																		
Boat & RV Storage	•	•	•	•	•	•	•	P	•	•	•	Z	Z	•	•	•	8.19	S-1
Car Wash or Auto Detailing	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.25	B
Commercial Truck Wash	•	•	•	•	•	•	•	•	•	•	S	P	•	P	•	A	8.32	B
Parking Lot as a Principal Use	•	•	•	•	•	•	•	•	•	•	P	P	P	P	Z	A	8.79	S-2
Taxi Service	•	•	•	•	•	•	•	•	•	•	Z	P	•	P	•	A	8.103	B, A-3
Vehicle, Auto Parts, Tires, Farm Equipment, Boat, RV – Sales, Rental, or Service	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.107	B, S-1
Vehicle Service Station (Gas Stations)	•	•	•	•	•	•	•	•	•	•	P	P	Z	P	•	A	8.108	M
Vehicle Wrecker Service	•	•	•	•	•	•	•	•	•	•	Z	Z	•	P	•	•	8.109	S-1

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SECTION 6.1. PRINCIPAL USE TABLE

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Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	L	MF-CZ	PD-CZ		
Adult Uses																		
Adult Gaming Establishment	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.6	B
Bar / Tavern	•	•	•	•	•	•	•	•	•	•	•	P	S	•	•	A	8.16	A-2
Brewery / Winery	S	•	•	•	•	•	•	•	•	•	•	P	P	P	•	A	8.21	A-2, F
Dance Club / Night Club / Billiards	•	•	•	•	•	•	•	•	•	•	•	P	Z	•	•	•	8.37	A-2, A-3
Distillery	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	A	8.39	F-1
Massage & Bodywork Therapy	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.71	B
Pawn Shop	•	•	•	•	•	•	•	•	•	•	•	P	Z	P	•	•	8.80	B
Sexually Oriented Business	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.95	A-2, M
Tattoo Parlor, Body Piercing	•	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	8.102	B
EDUCATIONAL & INSTITUTIONAL USES																		
Cemetery or Mausoleum, Commercial	S	•	S	S	•	•	S	•	•	•	P	•	•	•	•	•	8.26	n/a
Child Care Facility	S	S	S	S	P	S	S	•	S	•	P	P	S	•	•	A	8.28	E, I
College / Business & Trade School	S	•	•	•	•	•	•	•	•	•	•	P	•	P	•	A	8.31	B
Funeral Home with Crematorium	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.49	A-3, B
Government Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.53	B
Hospital	•	•	•	•	•	•	•	S	S	•	•	•	•	•	•	A	8.58	I
Museum / Art Gallery	S	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.75	A-3
Religious Institution	S	•	•	P	P	P	•	S	S	•	P	P	P	•	•	A	8.89	A-3, E
Security Training Facility	S	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	8.94	B
School, Elementary / Middle / High	S	•	•	P	P	P	•	S	S	•	P	P	P	•	•	A	8.93	E
RECREATION USES																		
Airport, Public or Private	S	•	•	•	•	•	•	•	•	•	•	•	•	Z	•	A	8.8	A-3, B
Airstrip, Small Private	S	•	•	•	•	•	•	•	•	•	P	•	•	•	•	A	8.9	B
Assembly Hall	Z	•	•	•	•	•	•	•	Z	•	•	Z	Z	P	•	A	8.13	A-4, A-5
Camp or Care Center	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	A	8.22	A-3, R-1

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Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ		
Campground, Public and Private	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	A	8.23	A-3, R-1
Camp, Recreation Day	P	•	•	•	•	•	•	•	•	•	•	•	•	•	•	A	8.24	A-3
Civic / Social Club, Lodge, Organization	S	•	•	P	P	P	•	S	S	•	P	P	P	•	•	A	8.30	A-2, A-3
Golf Driving Range	•	•	•	•	•	•	•	S	S	P	•	P	•	•	•	A	8.52	A-3
Golf Course (including par 3)	•	•	•	•	•	•	•	S	S	P	•	P	•	•	•	A	8.51	U
Marina (fuel & supplies)	•	•	•	•	•	•	•	P	P	•	•	•	•	•	•	A	8.70	M
Neighborhood Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.76	U
Recreation, Indoor	•	•	•	•	•	•	•	•	•	•	S	P	S	•	•	A	8.86	A-5
Recreation, Low Impact Outdoor	P	•	P	P	P	P	P	P	P	•	P	P	S	•	•	A	8.87	A-5
Recreation, High Impact Outdoor	Z	•	•	•	•	•	•	•	•	•	•	•	Z	P	•	•	8.88	
Shooting Range, Indoor	Z	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	8.96	A-5
Shooting Range, Outdoor	Z	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	8.97	A-5
Zoo / Petting Zoo	Z	•	•	•	•	•	•	•	•	•	•	P	•	•	•	•	8.115	A-5, U
INDUSTRIAL USES																		
Production																		
Manufacturing & Sales, Pottery	P	•	•	•	•	•	•	•	•	•	P	P	P	P	•	•	8.83	F
Manufacturing, Light (no odors or smoke)	•	•	•	•	•	•	•	•	•	•	•	•	•	P	•	A	8.68	F
Manufacturing, General	•	•	•	•	•	•	•	•	•	•	•	•	•	Z	•	•	8.69	F-1, F-2
Utilities / Services																		
Contractors Storage Yard and Office	Z	•	•	•	•	•	•	•	•	•	•	P	•	P	•	•	8.34	S-1, U
Crematorium Facility	•	•	•	•	•	•	•	•	•	•	•	Z	•	P	•	•	8.36	B
Public & Private Utility Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.84	U
Solar Collector Facility	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.100	U
Antenna Collocation, Major	S	S	S	P	P	P	P	•	•	•	P	P	P	P	Z	A	8.113	U
Antenna Collocation, Minor	P	P	P	P	P	P	P	P	P	•	P	P	P	P	Z	A	8.113	U
Small Wireless Facility	S	S	S	P	P	S	P	P	P	•	P	P	P	P	Z	A	8.113	U
Telecommunications Tower, Major	Z	•	•	•	•	•	•	•	•	•	•	Z	•	Z	•	A	8.113	U
Telecommunications Tower, Minor	S	•	•	•	•	•	•	•	•	•	P	P	S	P	Z	A	8.113	U
Warehousing																		

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• = Not Permitted

Principal Use Type	Zoning Districts [1]																Specific Use Standards	Bldg. Code Class.
	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ		
Mini-Warehouse (self service)	•	•	•	•	•	•	•	•	P	•	Z	Z	Z	Z	•	A	8.72	S
Warehousing or Distribution Center	Z	•	•	•	•	•	•	•	•	•	•	S	•	P	•	•	8.111	S-1, S-2
Waste-Related Services																		
Debris Management Facility	Z	•	•	•	•	•	•	•	•	•	Z	•	•	P	•	•	8.38	U
Hazardous Waste / Toxic Chemical Disposal or Processing	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.55	U
Landfill	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.63	U
Mining / Quarry Operation	Z	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.73	U
Salvage Yard	•	•	•	•	•	•	•	•	•	•	•	•	•	S	•	•	8.92	U
MAJOR SUBDIVISIONS																		
Residential Major Subdivision	S	S	•	•	•	S	•	•	•	•	•	•	•	•	•	•	Ch. 19	
Non-residential Major Subdivision	•	•	•	•	•	•	•	•	•	•	•	S	•	S	•	•	Ch. 19	
NOTES:																		
[1] Land located within the Highway Corridor Overlay District shall be subject to the sub-district-based use related provisions in Section 7.11 of this Ordinance.																		

CHAPTER 6. TABLE OF USES

SECTION 6.2. ACCESSORY USES

D. COMPLIANCE WITH OTHER ORDINANCE REQUIREMENTS

Accessory uses and structures shall conform to the applicable requirements of this Ordinance, including this section, the district standards, the applicable use standards, and the development standards.

E. ACCESSORY USE TABLE

1. If a specific accessory use is allowed by-right, the cell underneath the zoning district is marked with a "P".
2. If a specific accessory use is allowed subject to a special use permit, the cell underneath the zoning district is marked with a "S".
3. A "Z" in a cell of the table indicates that the specific accessory use may only be permitted within a conditional zoning district that is parallel to the listed underlying zoning district (see Chapter 11). The conditional zoning district designation must be in place before the use type may be established.
4. If the accessory use or structure is not allowed in a zoning district, the cell is marked with an "•".
5. In the case of planned development districts, if an accessory use is allowable, it is marked with an "A", and the accessory use must be set out in the approved master plan or terms and conditions document.
6. If there is a reference contained in the column entitled "Specific Use Standards," refer to the cited section(s) for additional standards that apply to the specific accessory use.
7. The accessory use table below may not be inclusive of all possible accessory uses, and in the event an accessory use is proposed that is not listed in the table, the Administrator shall consult the principal use table to determine if the proposed accessory use corresponds to a listed principal use. Any permitted principal use in a zoning district is also permitted as an accessory use. In no instance shall an accessory use be permitted in a zoning district where it is prohibited as a principal use.
8. In the event a proposed accessory use is not listed in the table below and there is no corresponding principal use, the Administrator shall determine how to treat the accessory use in accordance with the standards for unlisted uses (see Section 6.1.G).

ACCESSORY USE TABLE																		
Accessory Use Type	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	L	MF-CZ	PD-CZ	Specific Use Standards	Bldg. Code Class.
RESIDENTIAL USES																		
Accessory Dwelling Located within Stick-Built Dwelling	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.1	R
Accessory Dwelling Located within Non-Residential Building	•	•	•	•	•	•	•	•	•	•	P	P	P		Z	A	8.2	Mix
Accessory Manufactured Home	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.3	R
Accessory Stick-Built Dwellings	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.4	R
Carport or Garage	P	P	P	P	P	P	P	P	P	•	P	P	P	P	Z	A	8.81	R,S
Home Occupation, Level 1	P	P	P	P	P	P	P	P	P	•	•	•	•	•	Z	A	8.56	R
Home Occupation, Level 2	Z	•	•	Z	Z	•	Z	•	•	•	•	•	•	•	Z	A	8.57	R
Personal Workshop / Storage Building	P	P	P	P	P	P	P	•	•	•	•	•	•	•	Z	A	8.81	R, S
Family Health Care Structure	P	P	P	P	P	P	P	P	P	•	•	•	•	•	•	A		R
COMMERCIAL USES																		
Automatic Teller Machine (ATM)	•	•	•	•	•	•	•	•	•	•	P	P	P	P	•	A	8.15	U
EDUCATIONAL AND INSTITUTIONAL USES																		
Cemetery, Family	P	P	P	P	P	P	P	P	P	•	•	•	•	•	•	A	8.27	n/a
Child Care Home Facility	P	S	P	P	P	S	S	•	•	•	•	•	•	•	•	A	8.29	E, R

CHAPTER 6. TABLE OF USES
SECTION 6.3. TEMPORARY USES

ACCESSORY USE TABLE

Accessory Use Type	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ	Specific Use Standards	Bldg. Code Class.
RECREATION USES																		
Accessory Swimming Pool	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.5	A, R
INDUSTRIAL USES																		
Amateur Radio and Receive-only Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.10	U
Solar Collectors, On-Site Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.101	U

SECTION 6.3. TEMPORARY USES

A. APPLICABILITY

The standards in this section apply to non-permanent uses that take place on a temporary basis whether on the same site or in different locations across the County's planning jurisdiction.

B. PROCEDURE FOR ESTABLISHMENT

Temporary uses or structures may be approved in conjunction with the approval of the principal use or subsequently following the establishment of the principal use through the approval of a zoning permit or special use permit, as appropriate. Temporary uses may take place on vacant lots.

C. GENERAL STANDARDS FOR ALL TEMPORARY USES AND STRUCTURES

All temporary uses and structures shall comply with the following general standards, unless otherwise specified in this Ordinance:

1. GENERAL REQUIREMENTS

An applicant proposing a temporary use or structure shall:

- i. Secure written permission from the landowner;
- ii. Obtain the appropriate permits and licenses from the County and other agencies;
- iii. Comply with the applicable requirements for signs if signage is proposed;
- iv. Meet public utility requirements for proper connection to water, sewer, electrical and other utility service connections, as applicable;
- v. Not violate the applicable conditions of approval that apply to a site or use on the site;
- vi. Not result in a situation where the principal use, if present, fails to comply with the standards of this Ordinance;
- vii. Ensure the site of a temporary use or structure contains sufficient land area for the temporary use and for the parking and traffic movement associated with the temporary use, without impacting environmentally sensitive lands; and
- viii. Ensure temporary uses remain in place no longer than 90 days if located within a special flood hazard area.

2. GENERAL CONDITIONS

In approving a zoning permit for temporary uses or structures, the Administrator is authorized to impose any of the following general conditions upon the premises benefited by the permit as may be necessary to reduce or minimize any potential adverse impacts upon other property in the area, as long as the condition relates to a situation created or aggravated by the proposed temporary use. The Administrator is authorized, where appropriate, to require:

- i. Provision of temporary parking facilities, including vehicular access and egress;

SECTION 6.3. TEMPORARY USES

- ii. Control of nuisance factors, such as but not limited to, the prevention of glare or direct illumination of adjacent properties, noise, vibrations, smoke, dust, dirt, odors, gases, and heat;
- iii. Prohibition of the storage or use of hazardous materials;
- iv. Regulation of placement, height, size, and location of equipment;
- v. Provision of sanitary and medical facilities;
- vi. Provision of solid waste collection and disposal;
- vii. Provision of security and safety measures;
- viii. Use of an alternate location or date;
- ix. Modification or elimination of certain proposed activities; and
- x. Regulation of operating hours and days, including limitation of the duration to a shorter time period than requested or specified in this subsection.

D. TEMPORARY USE TABLE

1. If a specific temporary use is allowed by-right, the cell underneath the zoning district is marked with a "P".
2. If a specific temporary use is allowed subject to a special use permit, the cell underneath the zoning district is marked with a "S".
3. If the temporary use or structure is not allowed in a zoning district, the cell is marked with an "•".
4. In the case of planned development districts, if an temporary use is allowable, it is marked with an "A", and the temporary use must be set out in the approved master plan or terms and conditions document.
5. If there is a reference contained in the column entitled "Specific Use Standards," refer to the cited section(s) for additional standards that apply to the specific temporary use.
6. The temporary use table below may not be inclusive of all possible temporary uses, and in the event an temporary use is proposed that is not listed in the table, the Administrator shall consult the principal and accessory use tables to determine if the proposed temporary use corresponds to a listed principal or accessory use. In no instance shall an temporary use be permitted in a zoning district where it is prohibited as a principal or accessory use.
7. In the event a proposed temporary use is not listed in in the table below and there is no corresponding principal or accessory use, the Administrator shall determine how to treat the temporary use in accordance with the standards for unlisted uses (see Section 6.1.G).

Temporary Use Table																		
Temporary Use Type	RA	RA-20	RA-40	RA-2	RA-5	RA-USB	RE	GC-SL	GC-WL	PC	B-1	B-2	VB	I	MF-CZ	PD-CZ	Specific Use Standards	Bldg. Code Class.
Construction Office, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.33	S-1
Drop-In Child Care Facility	•	•	•	•	•	•	•	•	•	•	P	P	P	•	•	A	8.40	
Itinerant Merchant	•	•	•	•	•	•	•	•	•	•	P	P	P	P		A	8.60	n/a
Land Clearing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.62	F-1
Manufactured Home or RV, Temporary	P	P	P	P	P	P	P	•	•	•	•	•	•	•	•	A	8.67	R-3
Real Estate Offices, Temporary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.85	S-1
Temporary Events (Special Event)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Z	A	8.104	n/a
Temporary Family Health Care Structure	P	P	P	P	P	P	P	P	P	•	•	•	•	•	Z	A	8.105	R, I
Yard Sales, Residential and Civic	P	P	P	P	P	P	P	P	P	•	P	P	•	•	•	A	8.114	n/a

Claremont, NC

Sec. 9-3-107 Trucking terminals.

Trucking terminals are permitted in the Manufacturing District provided:

1. The area designated for truck parking shall be located no closer than forty (40) feet from an abutting street right-of-way. Truck parking areas are not classified as parking lots. Therefore, they are exempt from the standards of Article H, but subject to the alternative standard in subsection 2. below.
2. The area of truck parking shall be screened from view from the street(s) and from all abutting properties by an opaque screen; wherever security fencing is desired, it shall be placed on the interior side of the screening materials.
3. The use shall be located on or directly accessible to a major thoroughfare, expressway, or freeway; truck terminals shall not be sited such that residential or city streets are regularly traversed to access the larger capacity road. (Ord. of 12-7-04, No. 37-02)

Aberdeen, NC

- (a) Freight Movement. Uses involved in the short-term storage and movement of goods for individuals or businesses. Goods are generally delivered to other firms or the final consumer. Accessory uses may include offices, truck parking, rail yards, outdoor storage, maintenance areas, and security facilities.

Huntersville, NC

Article 9.40 - Trucking Terminals

Trucking Terminals are permitted in the SP District provided:

- .1 The area designated for truck parking shall be located no closer than 40 feet from an abutting street right-of-way. Truck parking areas are not classified as parking lots. They are exempt from the standards of [Article 6](#), but subject to the alternative standard in.2, below.
- .2 The area of truck parking shall be screened from view from the street(s) and from all abutting properties by an opaque screen; wherever security fencing is desired, it shall be placed on the interior side of the screening materials.
- .3 The use shall be located on or directly accessible to a major thoroughfare, or Industrial Street ; truck terminals shall not be sited such that residential or town streets are regularly traversed to access the larger capacity road.

Mocksville, NC

(A) The area designated for truck parking shall be located no closer than 40 feet from an abutting street right-of-way.

(B) The area of truck parking shall be screened from view from the street(s) and from all abutting properties by an opaque screen; wherever security fencing is desired, it shall be placed on the interior side of the screening materials.

(C) The use shall be located on or have direct access to a major or minor arterial; truck terminals shall not be sited such that collector streets are regularly traversed to access the larger capacity road

Gastonia, NC

8.3.12 - TRUCK TERMINAL

A. For all lots contain the use that are less than five (5) acres in area, access shall be provided by a major or minor thoroughfare as depicted on the most currently adopted version of the local thoroughfare plan or comprehensive transportation plan.

B. For all terminals located on lots with five (5) or more acres, access shall be provided by a major thoroughfare as depicted on the most currently adopted version of the local thoroughfare plan or comprehensive transportation plan. In addition, a truck route plan shall be submitted showing routes to the site from all four-lane highways. Such routes shall be designed to minimize impacts on residential areas, schools or other uses that may be negatively affected by truck traffic.

From: [RLUAC Executive Director](#)
To: [Ruth Pedersen](#)
Cc: [Jaimie Walters](#); [Debra Ensminger](#); [Michael Mandeville](#)
Subject: RE: Proposed Text Amendment Review
Date: Thursday, February 2, 2023 1:53:22 PM

Ruth,

RLUAC does not have any comments on the proposed amendment.

Thanks,

Vagn

Vagn K. Hansen II, AICP, Executive Director
Regional Land Use Advisory Commission
6205 Raeford Road
Fayetteville, NC 28304
(910) 398-3743
director@rluac.com
www.rluac.com

From: Ruth Pedersen <rpedersen@moorecountync.gov>
Sent: Tuesday, January 31, 2023 4:42 PM
To: director@rluac.com
Cc: Jaimie Walters <jwalters@moorecountync.gov>; Debra Ensminger <densminger@moorecountync.gov>; Michael Mandeville <mmandeville@moorecountync.gov>
Subject: Proposed Text Amendment Review

Vaughn,

The Moore County Board of Commissioners will hold a public hearing on Tuesday March 21, 2023, at 5:30 p.m. to discuss a text amendment to the Unified Development Ordinance to add Freight Terminals as an individual use. Currently, freight terminals are listed alongside warehouses and distribution centers, but they do not have any specific standards of their own. Since this is a change to the range of allowable uses, we are required to send the proposal to RLUAC for comments. The Planning Board staff report is attached. I will also be sending a letter via certified mail per NCGS 160D-601.

Any comments you may have will be presented to the Board of Commissioners during the public hearing on March 21. Please let me know if you have any questions.

Thank you so much!

Ruth Pedersen, MPA
Senior Planner

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Enslinger
Planning Director

DATE: March 16, 2023

SUBJECT: Quasi-Judicial Hearing for a Special Use Permit Request:
Security Training Facility (2173 Vass Carthage Road)

PRESENTER: Debra Enslinger

REQUEST

A request for a Special Use Permit to operate a Security Training Facility on two parcels consisting of 75.54 acres, located at 2173 Vass-Carthage Road, between the intersection of Vass-Carthage Road and Farm Life School Road and the intersection of Vass-Carthage Road and Joel Road. The property is owned by Tough Stump Technologies, LLC, per Deed Book 5868 Page 385, Plat Cabinet 19 Slide 439, and further described as ParID 20170361 and ParID 20120062 in Moore County Tax Records.

BACKGROUND

Tough Stump Technologies applied for a Special Use Permit to operate a Security Training Facility at 2173 Vass Carthage Road. The property subject to this request was approved for a Conventional Rezoning from RA-40 to RA by the Moore County Board of Commissioners on February 21, 2023. The use of a Security Training Facility in the RA zoning district requires approval of a Special Use Permit according to Section 6.1 of the Unified Development Ordinance (Principal Use Table).

The operations will consist of a low intensity training center focused on the development, training, and integration of unmanned systems, tactical communications, and situational awareness software. The students will be public safety, government, and defense personnel who use these tools in their occupations.

One new building is proposed to be used as classroom and office space where much of the training will take place. In addition to classroom instruction, students will operate unmanned vehicles on the 75.54-acre site. There are two existing dwelling units and accessory structures on the property that will be used as props to simulate scenarios where students may operate unmanned vehicles inside of these structures. No one will reside in any of the dwelling units. If

approved, the two parcels will be recombined to create one parcel of approximately 75.54 acres. The project is proposed to be completed by the end of 2024.

The remainder of the site will remain forested and farmland. Students will walk and operate unmanned vehicles on the property, but otherwise the landscape will not be changed.

Adjacent land uses include single-family dwellings, farmland, and an event venue. The proposed Security Training Facility is approximately 0.82 miles from the Whispering Pines ETJ.

While the parcel appears to have some freshwater forested wetlands, none are located within the proposed building site. The property is located in the Little River (Vass) WS-IIIP Watershed and is within a half-mile of a Voluntary Agricultural District. The Annual Average Daily Traffic on this segment of Vass-Carthage Road is 1800 trips per day as of 2021 per NCDOT.

IMPLEMENTATION PLAN

Hold the Quasi-Judicial Hearing.

REQUIRED FINDINGS

In recommending the Special Use Permit the following findings must be met:

1. The use will not materially endanger the public health or safety; and
2. The use meets all required conditions and specifications; and
3. The use will not substantially injure the value of adjoining property unless the use is a public necessity; and
4. The use will be in harmony with the surrounding area and compatible with the surrounding neighborhood; and
5. The use will be in general conformity with the approved Moore County Land Use Plan; and
6. The use is subject to a site plan that accurately depicts the proposed use's configuration.

APPLICATION REVIEW COMMENTS

The proposed site plan meets all requirements of the Moore County Unified Development Ordinance, including Section 8.94 (Security Training Facility)

A. DEFINITION

An indoor and/or outdoor training facility for military or law enforcement on a minimum of 50 acres in area that includes daytime and/or nighttime hours of operation.

B. STANDARDS

1. FIREARMS AND EXPLOSIVE TRAINING

- i. Firearm training facilities shall comply with Section 8.89. The "Military Handbook – Range Facilities and Miscellaneous Training Facilities Other Than Buildings (MIL-HDBK-1027/3B)" may be utilized for designing the military training facility.

- ii. A listing of the type, amount, and physical location of all explosive material shall be provided by the applicant.
- iii. Any overnight or temporary storage of weapons, ammunition, and explosives shall meet the Department of Defense storage and stand-off safety standards.

2. BLANK AMMUNITION TRAINING

Facilities involving the use of blank ammunition and/or explosive simulators shall include the proposed noise decibels to existing dwelling units within ¼ of a mile (approximately 1,320) from the project site.

3. PROHIBITED ACTIVITIES

Military type activities or maneuvers, including but not limited to hand-to-hand combat training, maritime training, swamp, or guerilla warfare techniques, incendiary type firings, infiltration course type training, etc. is permitted for use by law enforcement, military, or federal agency groups only.

The proposed Security Training Facility does not include any firearms and explosive training or blank ammunition training. Additionally, none of the above prohibited activities are proposed to take place. The proposed phase I and phase II buildings are on a 9.56-acre lot which is separate from the rest of the proposed use area. If the Special Use Permit is approved, the applicant will be required, as a condition of approval, to recombine the lots so that all parts of the operation take place on one lot of at least 50 acres per the Unified Development Ordinance requirements.

FINANCIAL IMPACT STATEMENT

No financial impact to the County's FY 2022-2023 budget.

RECOMMENDATION

Staff recommends the Moore County Board of Commissioners make the following motion:

Motion: make a motion to **approve/deny** the Special Use Permit for a Security Training Facility on two parcels consisting of 75.54 acres, located at 2173 Vass-Carthage Road, owned by Tough Stump Technologies, LLC, per Deed Book 5868 Page 385, Plat Cabinet 19 Slide 439, and further described as ParID 20170361 and ParID 20120062 in Moore County Tax Records.

SUPPORTING ATTACHMENTS

- Photos of Property
- Vicinity Map, Land Use Map, Zoning Map, Landmarks Map
- Special Use Permit Application
- Submitted Site Specific Development Plan
- Deed Book 5868 Page 385
- Plat Cabinet 19 Slide 439

View of subject property



View from subject property toward Vass-Carthage Road



View of existing structure on subject property (2173 Vass-Carthage Road)



View of existing structure on subject property (2187 Vass-Carthage Road)



View of adjacent property (across Vass-Carthage Road)





View of adjacent property (2151 Vass-Carthage Road)







Vicinity Map

Carthage

Cameron

Whispering Pines

Vass

Southern Pines

Taylorstown

Pinehurst

MCNEILL
MONROE

NC 24-27

NC 22

NC 73

US 15-501

NC 211

CENTRAL

US 1

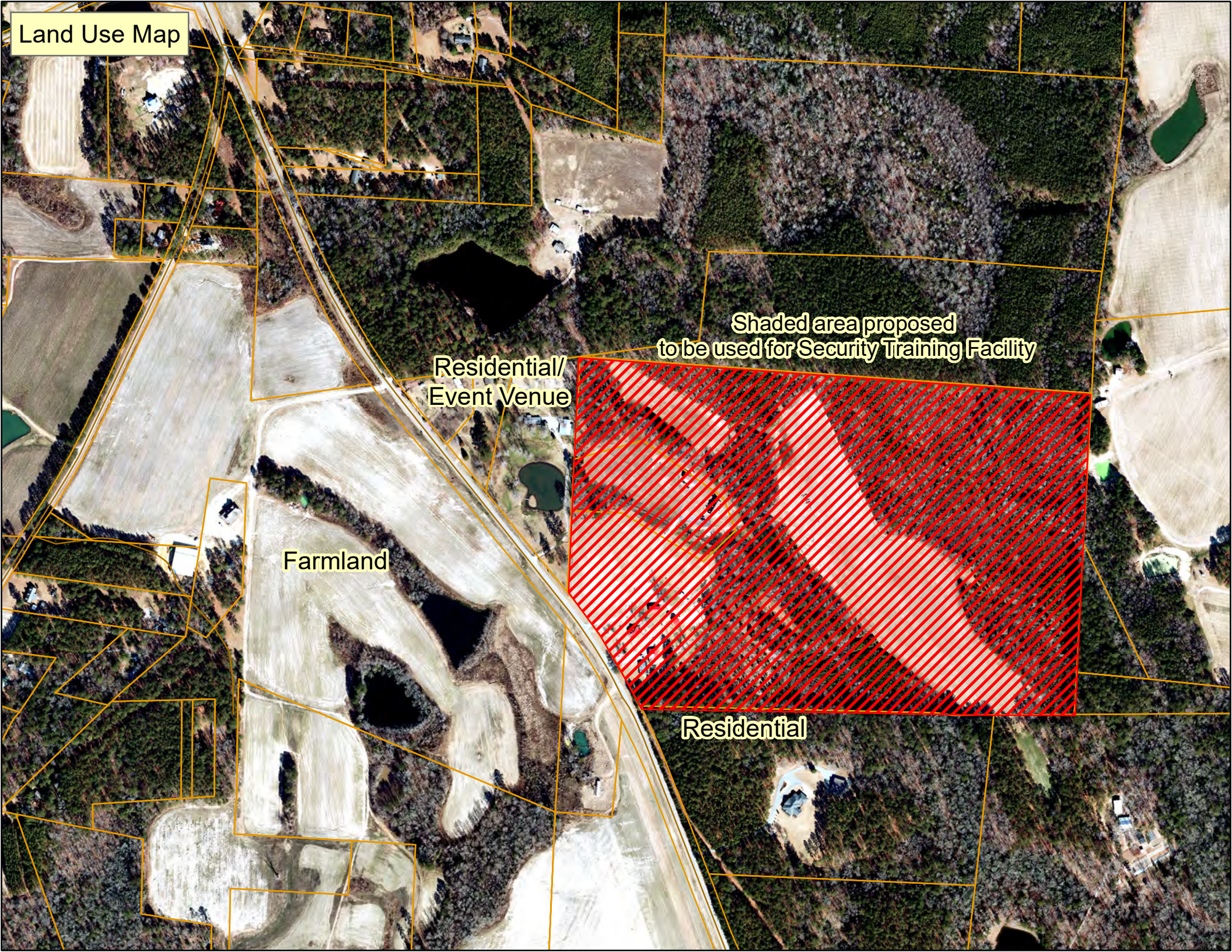
US 1 BYPASS

MAIN

LOBELIA

US 1 BYPASS

Land Use Map



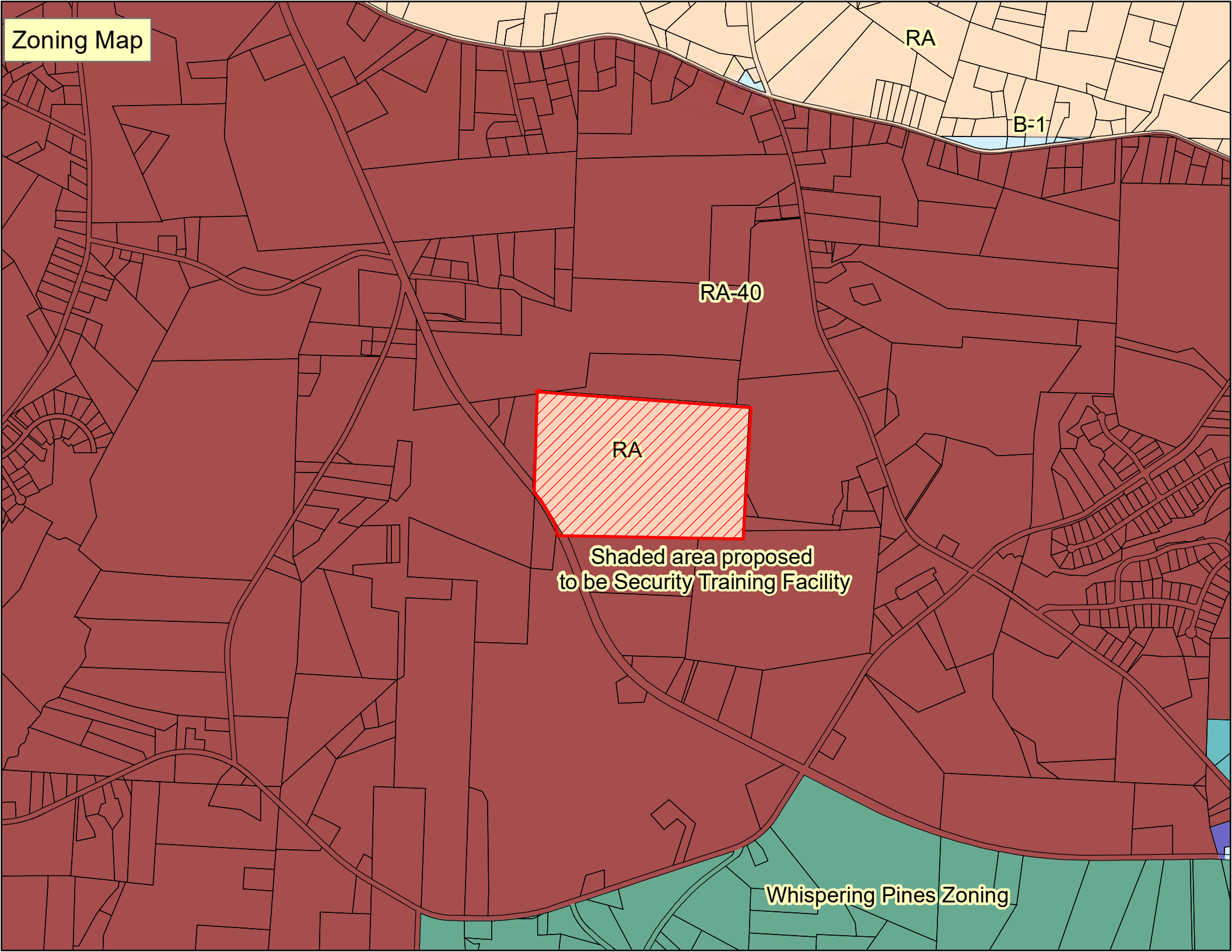
Residential/
Event Venue

Farmland

Shaded area proposed
to be used for Security Training Facility

Residential

Zoning Map

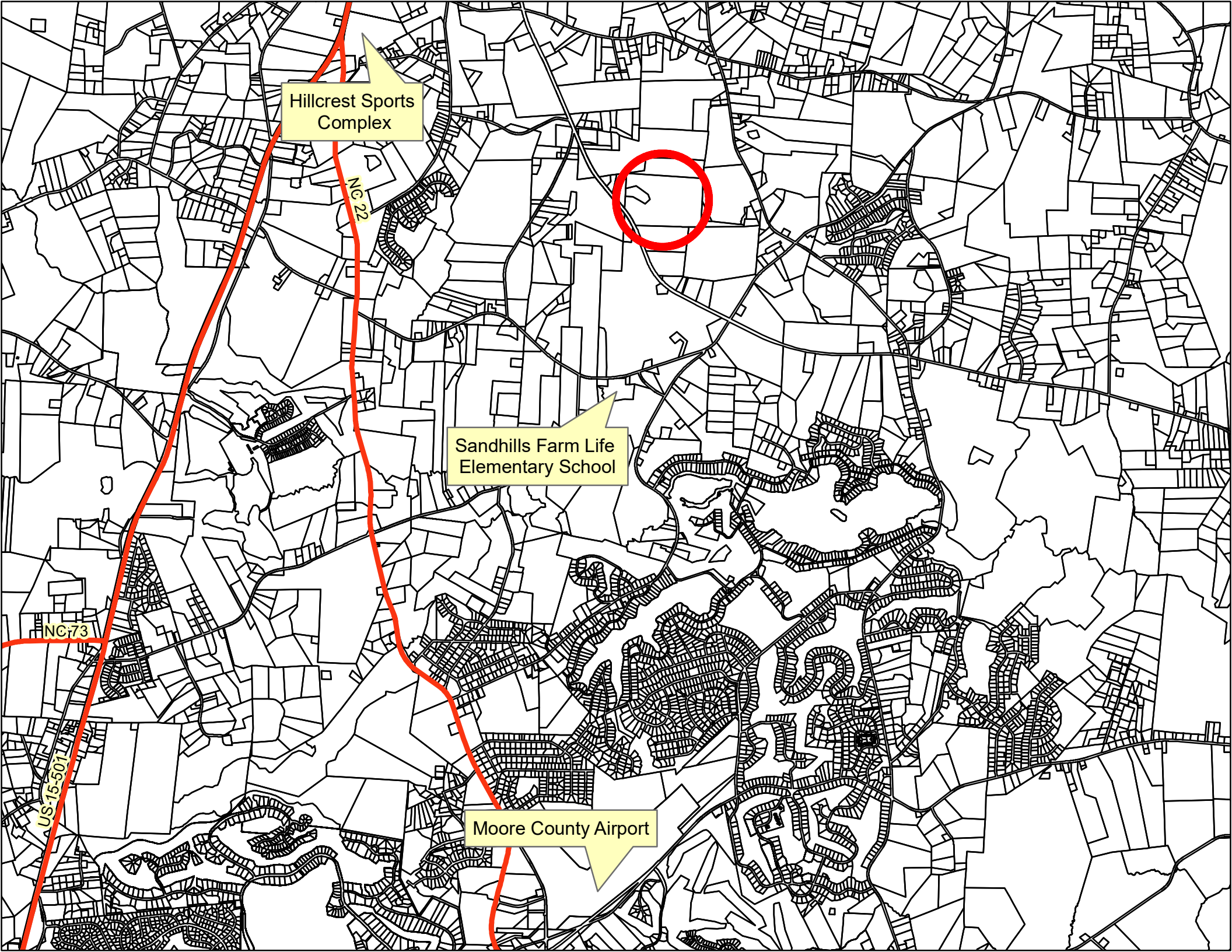


RA-40

RA

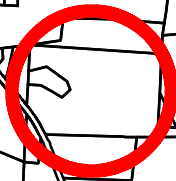
Shaded area proposed
to be Security Training Facility

Whispering Pines Zoning



Hillcrest Sports
Complex

NC 22



Sandhills Farm Life
Elementary School

NC 73

US-15-501

Moore County Airport

County of Moore Planning and Inspections

MAR 01 2023



Planning Department
Inspections/Permitting: (910) 947-2221
Planning: (910) 947-5010
Fax: (910) 947-1303

Special Use Permit Application

Application Date: MARCH 1, 2023			
Location/Address of Property: 2173 VASS CARTHAGE Rd, CARTHAGE NC 28327			
Applicant: TOUGH STUMP TECHNOLOGIES			Phone: 910.725.2055
Applicant Address: 135 W. ILLINOIS AVE #22		City: SOUTHERN PINES	St: Zip 28387
Owner: BEN BROWN, JARRETT HEAVENSTON			Phone: 910 257 3360 512 944 4063
Owner Address: 135 W. ILLINOIS AVE #22		City: SOUTHERN PINES	St: Zip: 28387
Current Zoning District: RA		Proposed Use: SECURITY TRAINING FACILITY	
Comments: SEE ATTACHED			
<p>I (We), the undersigned, certify that all statements furnished in this application are true to the best of my (our) knowledge, and do hereby agree to follow all reasonable requests for information as designated by the County of Moore Zoning Administrator.</p> <p> <u>Jarrett L. Heavenston</u> 1 Mar 2023 Applicant/Owner Signature Date </p> <p> <u>Ben Brown</u> 1 Mar 2023 Applicant/Owner Signature Date </p>			
Office Use Only: PAR ID: 20120062 & 20170361 <u>Butt Pedersen</u> 3/16/23 Received By Date			

Tough Stump Technologies, LLC Special Use Permit Application

Comment Section:

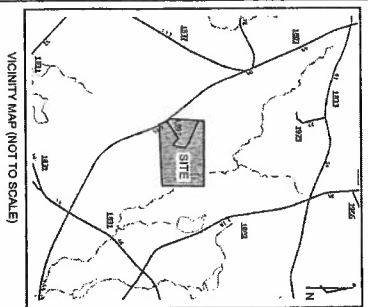
Tough Stump Technologies intends to operate a low intensity training center focused on the development, training and integration of unmanned systems, tactical communications and situational awareness software. This training center offers a location for public safety, government and defense personnel who incorporate these lifesaving and decision-making tools in their everyday operations.

Respectfully,

Jarrett Heavenston, CEO

Ben Brown, CFO

NC GRID
NAD83(2011)



**AUTUMN MICHELLE BOGER BROCK
AND MARK TRACY BOGER**
PIN 858800421252
DB 2016E PG 214
DB 3982 PG 452

**AUTUMN MICHELLE BOGER BROCK
AND MARK TRACY BOGER**
PIN 856800419711
DB 2016E PG 214
DB 3982 PG 452

REVIEW
1. Walter Walters
OFFICER OF MOORE COUNTY, NORTH CAROLINA, CERTIFY
THAT THE MAP OR PLAN WHICH THIS CERTIFICATION IS
AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR
RECORDING.

James D. Walters 6-13-22

DENISE M. BENNETT
PIN 858600605915
DB 4136 PG 371
PC 15 SL 818

J. HAMMOND BENNETT, III
AND DENISE M. BENNETT
PIN 858600508342
DB 5057 PG 195

CERTIFICATE OF EXEMPTION

I HEREBY CERTIFY THAT THE DIVISION OF PROPERTY SHOWN AND DESCRIBED HEREON IS EXEMPT FROM THE MOORE COUNTY SUBDIVISION ORDINANCE BY DEFINITION AND/OR ORDINANCE.

James S. Walters 1-13-22

SUBDIVISION ADMINISTRATOR DATE

PLAT CABINET 19 SLIDE 439

PUBLIC WATER SUPPLY WATERSHED PROTECTION CERTIFICATE

I CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH THE MOORE COUNTY WATERSHED ORDINANCE AND IS APPROVED BY WATER, AIR AND SOIL CONSERVATION DIVISION, MOORE COUNTY, NORTH CAROLINA. I AM A MEMBER OF THE BOARD OF WATER, AIR AND SOIL CONSERVATION DIVISION, MOORE COUNTY, NORTH CAROLINA.

James J. Neff
DATE 1-13-88

James J. Neff
SUPV. OF WATERSHED ADMINISTRATION

NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED. DEVELOPMENT RESTRICTIONS MAY APPLY.

FOR REGISTRATION REGISTER OF DEEDS
 Judge D. Martin
 Moore County, NC
 June 13, 2022 02:27:31 PM
 Book 19 Page 439-439
 FEE: \$21.00
 INSTRUMENT # 2022010388

MATTHEW B. NORTEN
PIN 858500496621
DB 3843 PG 68
PC 15 SL 263

REBECCA C. MANESS
PIN 858500893128
DB 3318 PG 400

○- PP = POWER POLE
 ● EXISTING IRON AS NOTED
 ○ GROUND SHOT AND POINT SET
 ○ NP = NEW IRON PIPE SET
 ENPK = EXISTING PAV. MAIL
 LINES SURVEYED
 LINES NOT SURVEYED
 RIGHT OF WAY LINE (RW)
 OVERHEAD POWER LINE
 CENTERLINE OF ROAD
 FENCE

LINE TABLE		SETBACKS	
LINE	BEARING	HORIZ DIST	
L1	N36°15'28"W	107.13	
L2	N35°55'12"W	73.07	FRONT 40'
L3	N33.553242"W	27.20	SIDE 15'
L4	N31°48'45"W	96.39	REAR 30'
L5	N29°46'22"W	106.41	
L6	N26°15'20"W	51.86	
L7	N65°00'49"W	39.12	
L8	N68°01°17"W	18.18	
L9	S69°06'49"W	50.00	

REFERENCES

DC 3992 PG 446
 PS 15 SL 382
 DB 4998 PG 118
 PC 17 SL 394

JONES SURVEYING AND CONSULTING, PLLC (P-1767)

Traverse PC

**RANDALL JONES, PLS (L-
607 2ND AVENUE
KNIGHTDALE, NC 27545
919-810-3952**

Ruth Pedersen

From: Rebecca Lyke <rlyke@toughstump.com>
Sent: Thursday, March 16, 2023 1:00 PM
To: Ruth Pedersen
Subject: Start and completion date

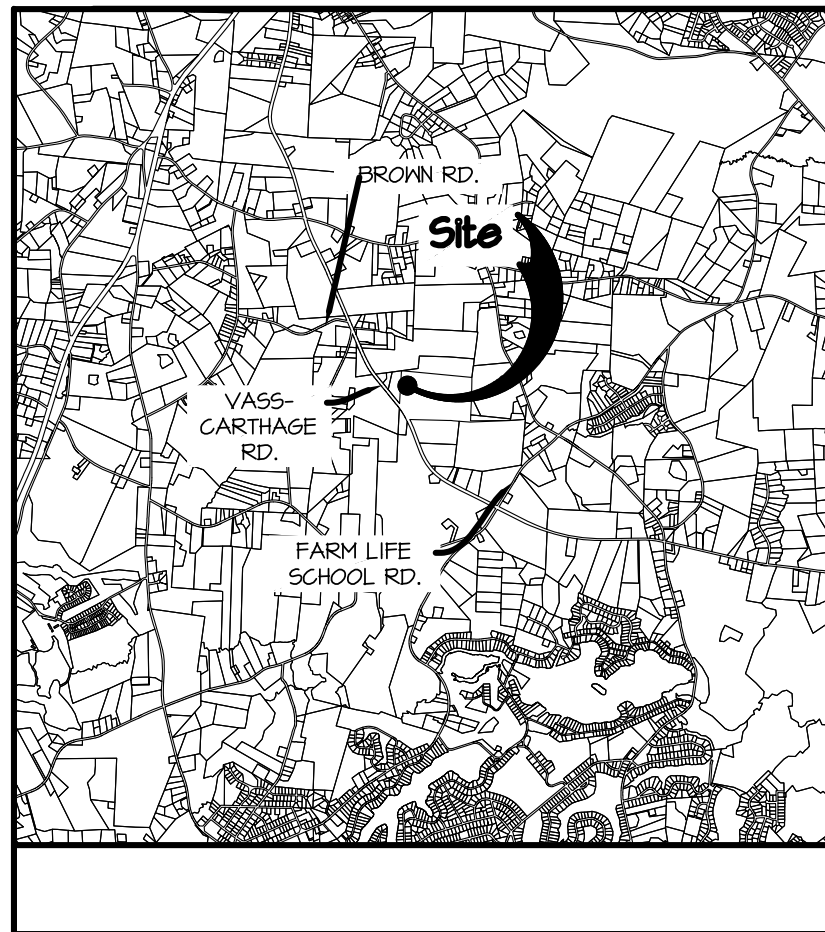
Ruth,
Start date 4th quarter 2023 and completion date 2024.
Rebecca

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

TOUGH STUMP TECHNOLOGIES, LLC

MOORE COUNTY, NORTH CAROLINA

MAP — N.T.S.



SITE DATA

SITE DATA:

SITE JURISDICTION: MOORE COUNTY
ADDRESS: 216542113 VASS-CARTHAGE R.
CARTHAGE, NC 28321
PARCEL ID: 20110361
PIN: 850600308432
DEED BOOK & PAGE: BOOK 5060, PAGE 385
CURRENT ZONING: RA
SETBACKS: 40'
FRONT: 15'(25' SIDE CORNER)
SIDE: 30'
REAR: 30'
TOTAL ACREAGE: 0.82 ACRES
IN R.O.M. 0.24 ACRES
NET ACREAGE: 1.50 ACRES
RIVER BASIN: CAPE FEAR
STREAM: LITTLE RIVER(VASS)
WATER SUPPLY WATERSHED: MS-III-HQM

GENERAL NOTES:

THIS MAP IS NOT IN ACCORDANCE WITH GS 41-30, AS AMENDED.
AREA BY COORDINATE METHOD.

BOUNDARY AND AS-BUILT INFORMATION PROVIDED BY:
JONES SURVEYING AND CONSULTING, PLLC
601 2ND AVE.
KNIGHTDALE, NC 27545

OWNER

TOUGH STUMP TECHNOLOGIES, LLC
PO BOX 1351
ROBBINS, NC 27325

SPECIAL USE PERMIT PLANS

For

TOUGH STUMP TECHNOLOGIES, LLC

795 SW BROAD ST., SUITE B

SOUTHERN PINES, NC 28387

DRAWING INDEX

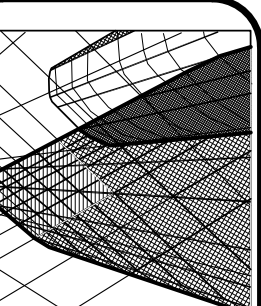
COVER SHEET	COVER
SITE LAYOUT	SP-1
SITE LAYOUT (30 SCALE)	SP-2
FLOOR PLAN — MAIN LEVEL	G2.1
FLOOR PLAN — UPPER LEVEL	G2.2

TOUGH STUMP TECHNOLOGIES, LLC
MOORE COUNTY, NORTH CAROLINA

COVER

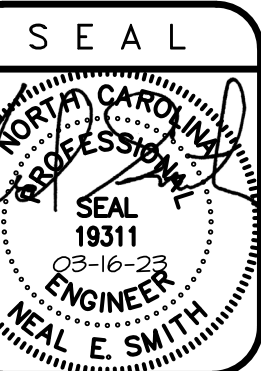
REVISIONS:
03-16-23 BCW

REVISIONS:
03-16-23 BCW



Neal Smith Engineering, Inc.
139 Pinchurst Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 695-8825
Fax: (910) 695-8832
www.nseengineering.com
License No. C-1425

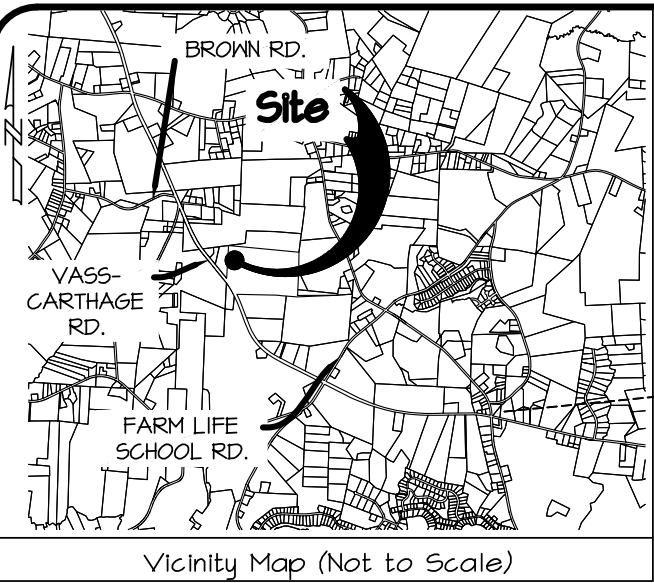
TSN



PRELIMINARY
Do not use
for
construction

DRAWN BY:
BCW
SCALE:
As Noted
DATE:
03-15-23
JOB NUMBER:
2200604
DRAWING KEY:
COVER

THIS DRAWING IS THE PROPERTY OF NEAL SMITH ENGINEERING, INC., AND MAY NOT BE REPRODUCED WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER. THIS DRAWING IS VOID WITHOUT ORIGINAL SIGNATURE AND SEAL.



N/F
AUTUMN MICHELLE BOGER BROCK
DEED BOOK 2016E PAGE 214
PARCEL ID 00031542
PIN 858600419711
ZONED: RA-40

STORMWATER MANAGEMENT NOTE

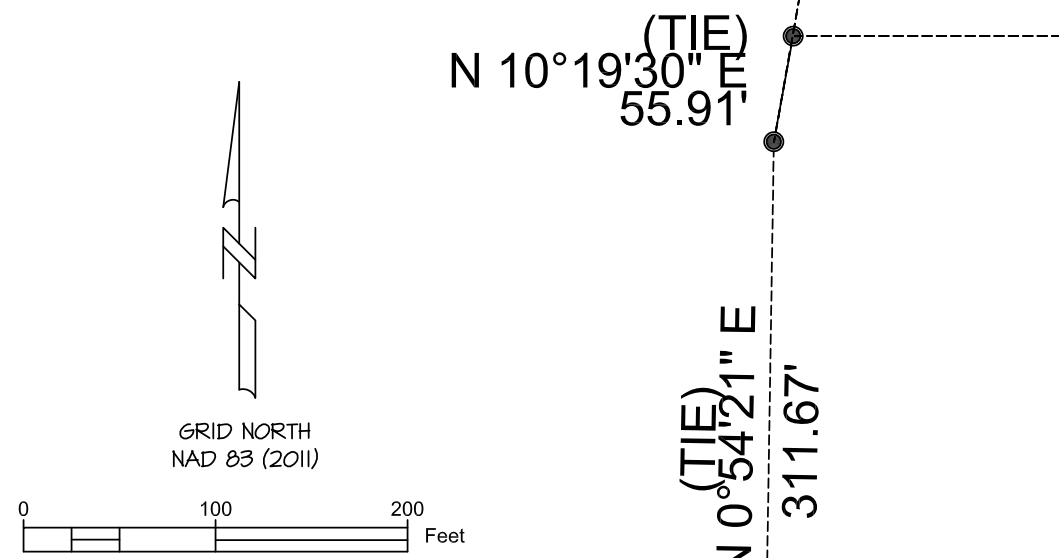
THE DEVELOPMENT WILL BE LOW DENSITY. THE STORMWATER WILL SURFACE FLOW TO GRASSSED SWALES TO THE NORTH AND SOUTH AND WILL ENTER THE EXISTING DRAINAGE WAY THROUGH A VEGETATED FILTER STRIP.

EXISTING AND PROPOSED USES

THE FORMER USE OF THE PROPERTY WAS RESIDENTIAL AND AGRICULTURAL.

THE PROPOSED USE IS A SECURITY TRAINING FACILITY. THE PROPOSED BUILDING WILL BE THE PRIMARY STRUCTURE AND ALL OTHER BUILDINGS AND PROPERTY WILL BE ACCESSORY USES FOR THE SECURITY TRAINING FACILITY. A PORTION OF THE PROPERTY MAY BE USED FOR AGRICULTURAL PURPOSES.

N/F
AUTUMN MICHELLE BOGER BROCK
DEED BOOK 2016E PAGE 214
PARCEL ID 00031542
PIN 858600419711
ZONED: RA-40



AREA

OVERALL 75.54 ACRES +/-
AREA IN R/W -0.58 ACRES +/-
NET AREA 74.96 ACRES +/-

CURRENT ZONING: RA-40
PROPOSED ZONING: RA

CLASS III BUFFER
753 LF
EXISTING VEGETATION SHALL BE EVALUATED FOR COMPLIANCE. SUPPLEMENTAL PLANTINGS SHALL BE PROVIDED TO COMPLY WITH PLANTING REQUIREMENTS.

NITRIFICATION LINES
(APPROXIMATE LOCATION)

N/F
JONATHAN S RACHELS
DEED BOOK 5146 PAGE 123
PARCEL ID 98000396
PIN 858603313139
ZONED: RA-40

POND

SEPTIC TANK AND PUMP TANK
(APPROXIMATE LOCATION)

CLASS II BUFFER
300 LF
ALTERNATE INKERRY HOLLY AND
DEVILWOOD EVENLY ALONG PROPERTY LINE
AT 10' SPACING AND A MINIMUM OF
8 FEET OFF THE PROPERTY LINE

APPROXIMATE LOCATION OF
EXISTING 6" WATER MAIN

SITE DATA:

SITE JURISDICTION: MOORE COUNTY
ADDRESS: 21654 2173 VASS-CARTHAGE RD
CARTHAGE, NC 28321
PARCEL ID: 20110361
PIN: 858600308432
DEED BOOK & PAGE: BOOK 5868, PAGE 385
CURRENT ZONING: RA
SETBACKS:
FRONT: 40'
SIDE: 15'(25' SIDE CORNER)
REAR: 30'
TOTAL ACREAGE: 8.82 ACRES
IN R.O.W. 0.24 ACRES
NET ACREAGE: 0.58 ACRES
RIVER BASIN: CAPE FEAR
STREAM: LITTLE RIVER(VASS)
WATER SUPPLY WATERSHED: WS-III-HQM

GENERAL NOTES:

THIS MAP IS NOT IN ACCORDANCE WITH GS 47-30, AS AMENDED.

AREA BY COORDINATE METHOD.

BOUNDARY AND AS-BUILT INFORMATION PROVIDED BY:
JONES SURVEYING AND CONSULTING, PLLC
607 2ND AVE.
KNIGHTDALE, NC 27545

PARKING NOTE

NUMBER OF PARKING SPACES PROVIDED: 54 (4 ADA ACCESSIBLE)

IMPERVIOUS SURFACE CALCULATIONS:

EXISTING IMPERVIOUS AREA:
BUILDINGS: 11,621 SF (0.355%)
GRAVEL: 20,744 SF (0.635%)
CONCRETE: 228 SF (0.0069%)
ASPHALT: 887 SF (0.0271%)
TOTAL: 33,480 SF (0.168 ACRES) 1.02%

PROPOSED IMPERVIOUS AREA:
BUILDINGS: 25,471 SF (0.780%)
GRAVEL: 34,217 SF (1.201%)
CONCRETE: 3,423 SF (0.104%)
ASPHALT: 887 SF (0.0271%)
PROPOSED IMPERVIOUS AREA: 69,998 SF (1.58 ACRES) 2.11%

N/F
MATTHEW B & ALICE NORTEN
DEED BOOK 3843 PAGE 56
PARCEL ID 20110023
PIN 858500496621
ZONED: RA-40

OWNER

TOUGH STUMP TECHNOLOGIES, LLC
PO BOX 1357
ROBBINS, NC 27325

LANDSCAPING/BUFFER DATA

PROPERTY LINES ADJUTING RESIDENTIAL:
TYPE 1, 2, OR 3 BUFFER

TYPE 1 BUFFER REQUIREMENTS:

A 6 FOOT HIGH ATTRACTIVE BLIND AND OPAQUE BARRIER, SUCH AS A MASONRY WALL, BLOCK WALL, BASKET WEAVE CHAIN LINK FENCE, OR OPAQUE WOODEN FENCE (INCLUDING ENTRANCE AND EXIT GATES) WITH THE FINISHED SIDE OF FENCE FACING THE ADJOINING PROPERTY.

TYPE 2 BUFFER REQUIREMENTS:

A SINGLE ROW OF EVERGREEN SHRUBS PLACED NO MORE THAN 4 FEET APART INSTALLED AT A MINIMUM HEIGHT OF 5 FEET WITH THE INTENT TO ACHIEVE OPAQUENESS AND A MINIMUM HEIGHT OF 10 FEET IN 5 YEARS. LOW LIMBS ARE NOT TO BE TRIMMED FROM THE PLANTING HIGHER THAN 24 INCHES FROM THE GROUND.

20' BUFFER - TYPE 3

TYPE 3 BUFFER REQUIREMENTS:

EXISTING VEGETATION WIDTH OF 20 FEET, INCLUDING A MINIMUM OF 15 TREES, AT LEAST HALF EVERGREEN, PLUS 15 SHRUBS, AT LEAST HALF EVERGREEN, PER 100 LINEAR FEET OF LOT BOUNDARY, PRORATED FOR LESS THAN 100 FOOT SECTIONS. NEW OR SUPPLEMENTAL TREES SHALL BE A MINIMUM HEIGHT OF 6 FEET AT THE TIME OF INSTALLATION WITH THE INTENT TO GROW TO 10 FEET WITHIN 2 YEARS. NEW OR SUPPLEMENTAL SHRUBS SHALL BE A MINIMUM OF 5 FEET AT TIME OF INSTALLATION WITH THE INTENT TO GROW TO 10 FEET WITHIN 5 YEARS.

ALL EXISTING VEGETATION ALONG PROPERTY LINE SHALL BE EVALUATED FOR BUFFER LANDSCAPING REQUIREMENTS.

LINE	BEARING	HORIZ DIST
L1	N36°15'28"W	107.13'
L2	N33°53'12"W	73.07'
L3	N33°53'12"W	27.20'
L4	N31°48'45"W	96.39'
L5	N29°45'22"W	106.41'
L6	N28°15'20"W	51.68'
L7	N85°50'44"W	39.12'
L8	N86°01'17"W	19.18'
L9	S56°06'48"W	50.00'

N/F
DENISE M BENNETT
DEED BOOK 4136 PAGE 371
PARCEL ID 00036082
PIN 858600605915
ZONED: RA-40

N/F
J HAMMOND BENNETT III
DEED BOOK 5057 PAGE 195
PARCEL ID 20120370
PIN 858600508342
ZONED: RA-40

DEED GAP
IN THIS AREA
SEE PC 15 SL 818
FOR FURTHER INFORMATION

N/F
REBECCA C MANESS
DEED BOOK 3318 PAGE 400
PARCEL ID 00036275
PIN 858500693128
ZONED: RA-40

TOUGH STUMP TECHNOLOGIES

MOORE COUNTY, NORTH CAROLINA

SITE LAYOUT

REVISIONS:

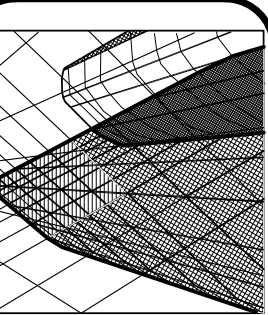
03-16-23

BCW

REVISIONS:

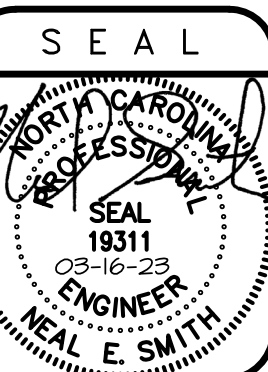
03-16-23

BCW



Neal Smith Engineering, Inc.
139 Pinchurst Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 695-4825
Fax: (910) 695-4832
www.nseengineering.com
License No. C-1425

TSN

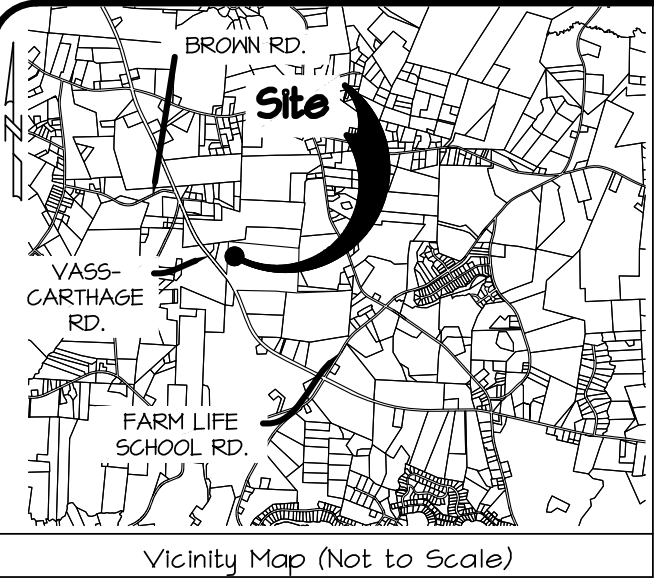


PRELIMINARY

Do not use
for
construction

DRAWN BY:
BCW
SCALE:
As Noted
DATE:
03-15-23
JOB NUMBER:
2200604
DRAWING KEY:
SP-1

THIS DRAWING IS THE PROPERTY OF NEAL SMITH ENGINEERING, INC., AND MAY NOT BE REPRODUCED WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER. THIS DRAWING IS VOID WITHOUT ORIGINAL SIGNATURE AND SEAL.



NITRIFICATION LINES
(APPROXIMATE LOCATION)

POND

SITE DATA:

SITE JURISDICTION: MOORE COUNTY
ADDRESS: 216542173 VASS-CARTHAGE RD
CARTHAGE, NC 28321
PARCEL ID: 20110361
PIN: 858600308432
DEED BOOK & PAGE: BOOK 5868, PAGE 385
CURRENT ZONING: RA
SETBACKS: FRONT: 40'
SIDE: 15'(25' SIDE CORNER)
REAR: 30'
TOTAL ACREAGE: 8.82 ACRES
IN R.O.W. 0.24 ACRES
NET ACREAGE: 9.58 ACRES
RIVER BASIN: CAPE FEAR
STREAM: LITTLE RIVER(VASS)
WATER SUPPLY WATERSHED: W5-III-HGM

GENERAL NOTES:

THIS MAP IS NOT IN ACCORDANCE WITH GS 47-30, AS AMENDED
AREA BY COORDINATE METHOD.

BOUNDARY AND AS-BUILT INFORMATION PROVIDED BY:
JONES SURVEYING AND CONSULTING, PLLC
607 2ND AVE.
KNIGHTDALE, NC 27545

15'
SETBACK

IMPERVIOUS SURFACE CALCULATIONS:

EXISTING IMPERVIOUS AREA:
BUILDINGS: 11,621 SF (0.355%)
GRAVEL: 20,144 SF (0.635%)
CONCRETE: 228 SF (0.0064%)
ASPHALT: 887 SF (0.0271%)
TOTAL: 33,485 SF (0.168 ACRES) 1.02%
PROPOSED IMPERVIOUS AREA:
BUILDINGS: 25,471 SF (0.780%)
GRAVEL: 34,217 SF (1.201%)
CONCRETE: 3,423 SF (0.104%)
ASPHALT: 887 SF (0.0271%)
PROPOSED IMPERVIOUS AREA: 68,998 SF (1.58 ACRES) 2.11%

PARKING NOTE

NUMBER OF PARKING SPACES PROVIDED: 54 (4 ADA ACCESSIBLE)

OWNER

TOUGH STUMP TECHNOLOGIES, LLC
PO BOX 1357
ROBBINS, NC 27325

STORMWATER MANAGEMENT NOTE

THE DEVELOPMENT WILL BE LOW DENSITY. THE STORMWATER WILL SURFACE FLOW TO GRASSED SWALES TO THE NORTH AND SOUTH AND WILL ENTER THE EXISTING DRAINAGE WAY THROUGH A VEGETATED FILTER STRIP.

APPROXIMATE CENTERLINE OF EXISTING DRAINAGE FROM UPSTREAM POND

EXISTING AND PROPOSED USES

THE FORMER USE OF THE PROPERTY WAS RESIDENTIAL AND AGRICULTURAL.

THE PROPOSED USE IS A SECURITY TRAINING FACILITY. THE PROPOSED BUILDING WILL BE THE PRIMARY STRUCTURE AND ALL OTHER BUILDINGS AND PROPERTY WILL BE ACCESSORY USES FOR THE SECURITY TRAINING FACILITY. A PORTION OF THE PROPERTY MAY BE USED FOR AGRICULTURAL PURPOSES.

GRID NORTH
NAD 83 (2011)

0 30 60 Feet

TREE LINE(TYP.)

GRASS LINED SWALE

VEGETATED FILTER STRIP

GRAVEL CHECK DAM

GARAGE

2" PVC

BLOW-OFF ASSEMBLY

PROPOSED FIRE HYDRANT

PROPOSED CONCRETE ADA PARKING

APPROXIMATE CENTERLINE OF EXISTING DRAINAGE FROM UPSTREAM POND
GRASS LINED SWALE

PROPOSED 2" WATER METER AND 2" RPZ BACKFLOW WITH HOT BOX

GRAVEL CHECK DAM

VEGETATED FILTER STRIP

T64LF 6" PVC DR-18 WATER MAIN

EXISTING TRANSFORMER

LANDSCAPING/BUFFER DATA

PROPERTY LINES ABUTTING RESIDENTIAL:
TYPE 1, 2, OR 3 BUFFER

TYPE 1 BUFFER REQUIREMENTS:

A 6 FOOT HIGH ATTRACTIVE BLIND AND OPAQUE BARRIER, SUCH AS A MASONRY WALL, BLOCK WALL, BASKET WEAVE CHAIN LINK FENCE, OR OPAQUE WOODEN FENCE (INCLUDING ENTRANCE AND EXIT GATES) WITH THE FINISHED SIDE OF FENCE FACING THE ADJOINING PROPERTY.

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20' BUFFER - TYPE 3

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ALL EXISTING VEGETATION ALONG PROPERTY LINE SHALL BE EVALUATED FOR BUFFER LANDSCAPING REQUIREMENTS.

TOUGH STUMP TECHNOLOGIES

MOORE COUNTY, NORTH CAROLINA

SITE LAYOUT (30 SCALE)

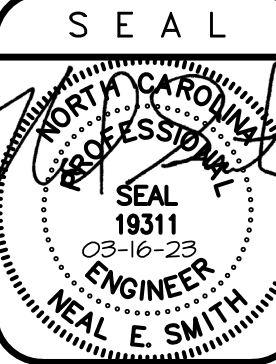
REVISIONS:
03-16-23
BCW

REVISIONS:

Neal Smith Engineering, Inc.

139 Pinchurst Avenue - Suite C
Southern Pines, NC 28387
Phone: (910) 695-8825
Fax: (910) 695-8832
www.nseengineering.com
License No. C-1425

TSN



PRELIMINARY

Do not use
for
construction

DRAWN BY:

BCW

SCALE:

As Noted

DATE:

03-15-23

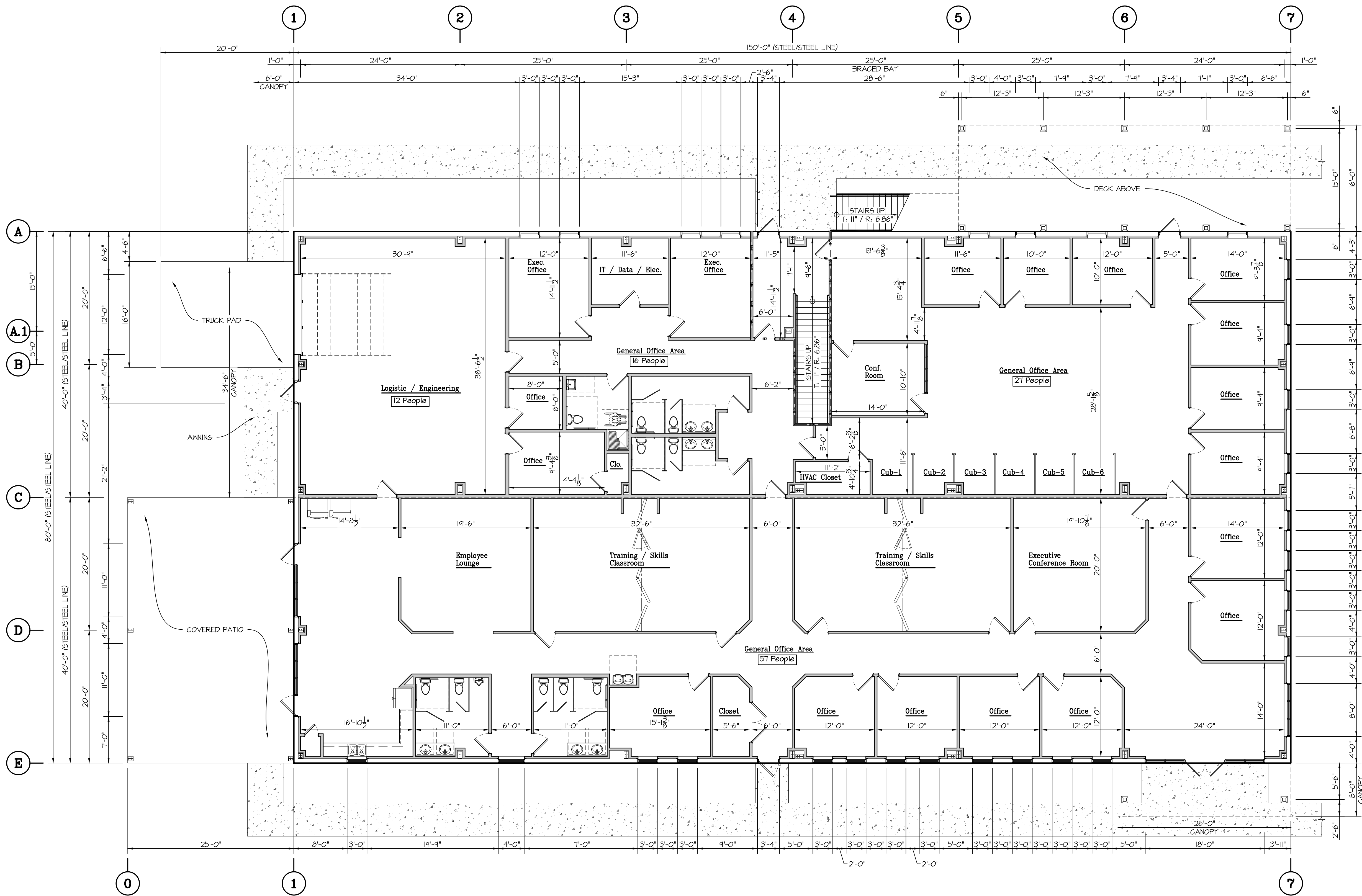
JOB NUMBER:

2200604

DRAWING KEY:

SP-2

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1 Floor Plan - Main Level
G2.1 1/8" = 1'-0"

TOUGH STUMP TECHNOLOGIES
Moore County, NC

FLOOR PLAN - MAIN LEVEL

REVISIONS:	REVISIONS:

Neal Smith Engineering, Inc.
139 Piedmont Avenue, Suite C
Southern Pines, NC 28887
Phone: (910) 695-8835
Fax: (910) 695-8832
www.nseengineering.com
License No. C-1425

SEAL

NEAL E. SMITH
19311
03/15/23
ENGINEER
N.C.

PROGRESS DRAWINGS

Do not use for construction

DRAWN BY:
BKB

SCALE:
As Noted

DATE:
--

JOB NUMBER:
2200604

DRAWING KEY:
G2.1

PROGRESS PLANS 15MAR23

THIS DRAWING IS THE PROPERTY OF NEAL SMITH ENGINEERING, INC., AND MAY NOT BE REPRODUCED WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER. THIS DRAWING IS VOID WITHOUT ORIGINAL SIGNATURE AND SEAL.

A
A.1
B
C
D
E

1

2

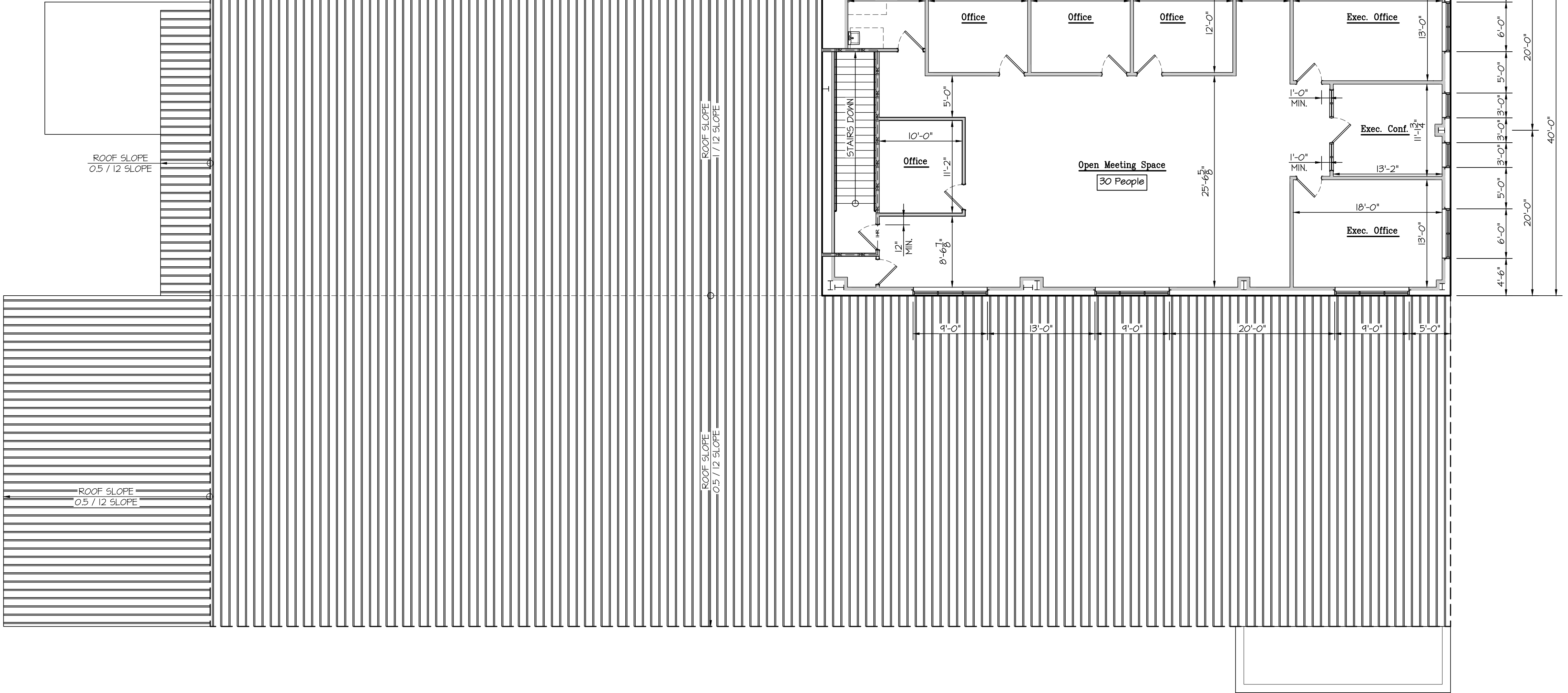
3

4

5

6

7



1 Floor Plan - Upper Level
G2.2 1/8" = 1'-0"

TOUGH STUMP TECHNOLOGIES
Moore County, NC

FLOOR PLAN - UPPER LEVEL

REVISIONS:	REVISIONS:

Neal Smith Engineering, Inc.

139 Piedmont Avenue - Suite C
Southern Pines, NC 28887
Phone: (910) 695-8835
Fax: (910) 695-8832
www.nseengineering.com
License No. C-1425

NSE

SEAL

NEAL E. SMITH
ENGINEER
03/15/23
19311

PROGRESS
DRAWINGS
Do not use for
construction

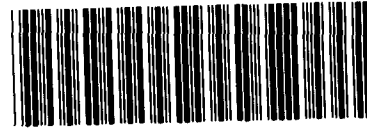
DRAWN BY:
BKB
SCALE:
As Noted
DATE:
--
JOB NUMBER:
2200604
DRAWING KEY:
G2.2

THIS DRAWING IS THE PROPERTY OF NEAL SMITH ENGINEERING, INC., AND MAY NOT BE REPRODUCED WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER. THIS DRAWING IS VOID WITHOUT ORIGINAL SIGNATURE AND SEAL.

FOR REGISTRATION REGISTER OF DEEDS
 Judy D. Martin
 Moore County, NC
 June 17, 2022 03:22:42 PM
 Book 5868 Page 385-387
 FEE: \$26.00
 NC REVENUE STAMP: \$2,554.00
 INSTRUMENT # 2022010731

HM

Garner



INSTRUMENT # 2022010731

GENERAL WARRANTY DEED

THIS INSTRUMENT PREPARED BY:

Michelle Stinnett, Esq.
 Lorenz & Creed Law Firm, PLLC
 230 N. Bennett Street
 Southern Pines, NC 28387

TO BE RECORDED IN THE
 DEED RECORDS OF
 MOORE COUNTY, NC

Excise Tax: \$ 2554.00

THIS DEED made this 17 day of June, 2022, by and between:

<u>GRANTOR</u>	<u>GRANTEE</u>
THOMAS CHARLES GILMAN and spouse, ANGIE GALLAGHER GILMAN f/k/a ANGIE GALLAGHER BOGER	TOUGH STUMP TECHNOLOGIES LLC, a North Carolina Limited Liability Company Tax address: 795 SW Broad Street, Suite B Southern Pines, NC 28387

WITNESSETH:

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, the Grantor, for valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land (referred to in the singular, whether one or more) situated in Carthage and McNeill Township, Moore County, North Carolina, and more particularly described as follows:

Tract I (PIN: 20170361):

Being all of Tract 1B, containing 5.00 acres, more or less, as shown on that certain plat of survey, entitled (SURVEY FOR LEVEL 1, Minor Subdivision, Thomas Charles Gilman Angie Gallagher Gilman) dated 06/01/2017 by Melvin A. Graham, PLS, and recorded in Plat Cabinet 17, Slide 364 of the Moore County Register of Deeds, to which plat reference is made for a more particular description.

This Tract is conveyed together with the perpetual easement and right of way that is depicted on the aforesaid recorded plat which easement and right of way is 30' in width and provides access to NCSR 1803 (Vass-Carthage Road). Although the easement is described as "proposed" on the recorded plat, it is conveyed herein and not merely as proposed.

Tract II (PIN: 20120062):

Being all of Tract 1, containing 80.00 acres, more or less, as shown on that certain plat of survey entitled, "Survey for Richard S. Boger & Angie G. Boger, Tract No. 1, Boger Land, Carthage Township, Moore County, North Carolina," dated May 19, 2011, drawn by Matthew A. Callahan, PLS, and recorded in Plat Cabinet 15, Slide 382 of the Moore County Registry, to which plat reference is hereby made for a more particular description.

Less and Except the following two parcels:

Being all of Tract 1A, 4.48 acres, more or less, as shown on a map entitled "Level 1 Minor Subdivision for M.P.C. Properties, LLC New Tract No. 1A Boger land Carthage Township, More County, North Carolina," dated May 19, 2011, drawn from an actual survey by Matthew A. Callahan, and recorded in Plat Cabinet 15, Slide 859, More County Registry, reference to which is hereby made.

Being all of Tract 1B, containing 5.00 acres, more or less, as shown on that certain plat of survey, entitled (SURVEY FOR LEVEL 1, Minor Subdivision, Thomas Charles Gilman Angie Gallagher Gilman) dated 06/01/2017 by Melvin A. Graham, PLS, and recorded in Plat Cabinet 17, Slide 364 of the Moore County Register of Deeds, to which plat reference is made for a more particular description.

This property herein described X includes _____ does not include the primary residence of the Grantor.

And being the same property conveyed to Angie Gallagher Gilman and spouse, Thomas Charles Gilman in instrument recorded in Book 4856, Page 119, and a portion of the property conveyed to Angie Gallagher Boger in instrument recorded in Book 3982, Page 449, both in the Moore County, North Carolina, Register of Deeds. The attorney preparing this instrument has not searched the title to the real property hereby conveyed and makes no opinion relative to the status of the title to the real property hereby conveyed.

This conveyance is made subject to (i) the lien of the County of Moore for taxes and other assessments for the current year, which taxes or other assessments shall be pro-rated as of the date of closing and which Grantee by acceptance of this deed expressly agrees to pay; (ii) utility easements of record; and (iii) unviolated restrictive covenants of record that do not materially affect the value of the property.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

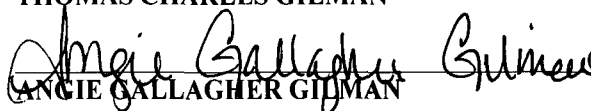
And Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions noted herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES AND NOTARY ACKNOWLEDGMENT TO FOLLOW]

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

 (SEAL)
THOMAS CHARLES GILMAN

 (SEAL)
ANGIE GALLAGHER GILMAN

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I certify that the following person(s) personally appeared before me this day and () I have personal knowledge of the identity of the principal(s); (☒) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license; () a credible witness has sworn to the identity of the principal(s); the principal(s) acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

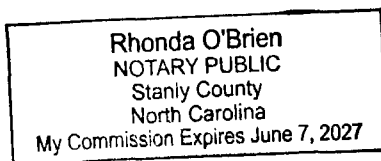
Name of Principal(s): Thomas Charles Gilman and Angie Gallagher Gilman.

Date: 6/17/22


Notary Public

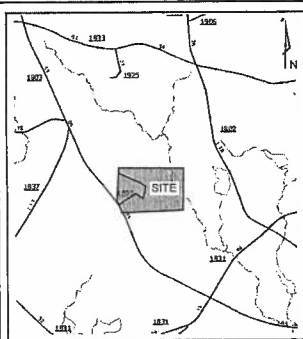
Rhonda O'Brien

[SEAL]



Printed or typed name of Notary Public

My commission expires: 6/17/27



VICINITY MAP (NOT TO SCALE)

SURVEY NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED
- AREA CALCULATED BY COORDINATE METHOD
- PROPERTY IN WATERSHED WS-III BW
- PRIVATE SEPTIC SYSTEM
- PUBLIC WATER ALONG SR 1803
- THIS PROPERTY IS NOT IN A FLOOD PLAIN
- TRIMBLE R-10 GNSS GPS RECEIVER, TRIMBLE S6 ROBOTIC TOTAL STATION AND TRIMBLE TSC7 DATA COLLECTOR USED ON THIS SURVEY
- THIS PLAT WAS PREPARED ON JUNE 10, 2022

AUTUMN MICHELLE BOGER BROOK
AND MARK TRACY BOGER
PIN 858600421262
DB 2016E PG 214
DB 3982 PG 452

RECOMBINATION SURVEY FOR
TOUGH STUMP TECHNOLOGIES, LLC
PROPERTY OF
ANGIE GALLAGHER BOGER

2173 VASS CARTHAGE ROAD
CARTHAGE, NC 28237
PIN 858600406772 AND PIN 858600308932
ZONED RA-40
CARTHAGE TOWNSHIP AND McNEILL TOWNSHIP
MOORE COUNTY, NORTH CAROLINA

NC GRID
NAD83(2011)

REVIEW OFFICER CERTIFICATION

STATE OF NORTH CAROLINA

I, Jimie Walters, REVIEW OFFICER OF MOORE COUNTY, NORTH CAROLINA, CERTIFY THAT THE MAP OR PLAT WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Jimie Walters 6-13-22

DENISE M. BENNETT
PIN 858600605915
DB 4136 PG 371
PC 15 SL 818

VOLUNTARY AGRICULTURAL PROXIMITY STATEMENT

THESE PARCELS ARE LOCATED NEAR AN AREA THAT IS PRESENTLY USED FOR AGRICULTURAL PURPOSES. NORMAL AGRICULTURAL OPERATIONS MAY CONFLICT WITH RESIDENTIAL LAND USE. NC LAW (GENERAL STATUTES SECTION 106-701) PROVIDES SOME PROTECTION FOR EXISTING AGRICULTURAL OPERATIONS AGAINST NUISANCE LAWS.

J. HAMMOND BENNETT, III
AND DENISE M. BENNETT
PIN 858600508342
DB 5057 PG 195

CERTIFICATE OF EXEMPTION

I HEREBY CERTIFY THAT THE DIVISION OF PROPERTY SHOWN AND DESCRIBED HEREON IS EXEMPT FROM THE MOORE COUNTY SUBDIVISION ORDINANCE BY DEFINITION AND/OR ORDINANCE.

Jimie Walters 6-13-22
SUBDIVISION ADMINISTRATOR DATE

NCGS 1600-802 REVIEW ONLY STATEMENT

APPROVAL OF THIS EXEMPT SUBDIVISION PLAT CONSTITUTES COMPLIANCE WITH NORTH CAROLINA GENERAL STATUTE 160D-802 ONLY. FURTHER DEVELOPMENT OF THE PARCELS SHOWN SUBSEQUENT TO THE DATE OF THIS PLAT SHALL BE SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, STATUTES, ORDINANCES AND/OR CODES.

TRACT 1

OVERALL AREA IN R/W	75.54 ACRES +/-
NET AREA	-0.58 ACRES +/-
TRACT 1 AREA IN R/W	65.72 ACRES +/-
NET AREA	-0.34 ACRES +/-
TRACT 2 AREA IN R/W	9.82 ACRES +/-
NET AREA	-0.24 ACRES +/-
	9.58 ACRES +/-

TRACT 2

I, L. RANDALL JONES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 15 PAGE 540-541); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 15 PAGE 540-541; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE GLOBAL POSITIONING SYSTEM (GPS) WAS USED FOR THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY.

CLASS OF SURVEY - A
POSITIONAL ACCURACY - 0.08'
TYPE OF GPS FIELD PROCEDURE: NC VRS RTK
DATE OF SURVEY - MAY 17, 18, 19, 2022
DATUM/EPOCH: NAD83(2011)
PUBLISHED/FIXED CONTROL USED: NC VRS NETWORK
GEOID MODEL: 12S
COMBINED GRID FACTOR: 0.998581677
UNITS: US SURVEY FEET

THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, THAT THIS PLAT MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11-D (THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION TO THE DEFINITION OF SUBDIVISION.) WITNESS MY ORIGINAL SIGNATURE AND SEAL THE 13TH DAY OF JUNE, 2022.

L. RANDALL JONES
PROFESSIONAL LAND SURVEYOR L-3245



SCALE 1 INCH = 200 FT

LEGEND	
○	PP = POWER POLE
●	EXISTING IRON AS NOTED
○	GROUND SHOT (NO POINT SET)
○	NIP = NEW IRON PIPE SET
○	EPKN = EXISTING PK NAIL
—	LINE SURVEYED
- - -	LINE NOT SURVEYED
- - -	RIGHT OF WAY LINE (R/W)
- - -	OVERHEAD POWER LINE
- - -	CENTERLINE OF ROAD
- - -	FENCE

LINE TABLE		
LINE	BEARING	HORIZ DIST
L1	N36°15'28"W	107.13'
L2	N33°53'12"W	73.07'
L3	N33°53'12"W	27.20'
L4	N31°48'45"W	96.39'
L5	N29°48'22"W	108.41'
L6	N28°15'20"W	51.68'
L7	N85°50'44"W	39.12'
L8	N86°01'17"W	19.16'
L9	S56°08'48"W	50.00'

SETBACKS

FRONT 40'
SIDE 19'
REAR 30'

REFERENCES

DB 3982 PG 449
PC 15 SL 382
DB 4856 PG 119
PC 17 SL 384

PUBLIC WATER SUPPLY WATERSHED PROTECTION CERTIFICATE

I CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH THE MOORE COUNTY WATERSHED ORDINANCE AND IS APPROVED BY MYSELF, AS AGENT FOR THE WATERSHED REVIEW BOARD FOR RECORDING IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE.

Jimie Walters 6-13-22
SUBDIVISION ADMINISTRATOR DATE

NOTICE: THIS PROPERTY IS LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED - DEVELOPMENT RESTRICTIONS MAY APPLY

PLAT CABINET 19 SLIDE 439

FOR REGISTRATION REGISTER OF DEEDS
Moore County, NC
June 13, 2022 02:27:31 PM
Book 19 Page 439-439
FEE: \$31.00
INSTRUMENT # 2022010388

JONES SURVEYING AND CONSULTING, PLLC (P-1767)

L. RANDALL JONES, PLS (L-3245)
607 2ND AVENUE
KNIGHTDALE, NC 27545
919-810-3952

Agenda Item: IX.A.
Meeting Date: 4/18/2023

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Kay Ingram

DATE: 4/10/2023

SUBJECT: Storage Area Network (SAN) Refresh – Contract with Davenport Group

PRESENTER: Kay Ingram

REQUEST:

Approve Davenport Group Contract to refresh the data center mass storage equipment.

BACKGROUND:

A Storage Area Network (SAN) is a dedicated, high-speed network of storage devices that can be accessed by multiple devices that provides a shared pool of managed storage space, increased performance, increased scalability, and centralized management.

The County implemented our first Storage Area Network (SAN) in 2007, adding a second SAN in 2008 creating a redundant solution. Since the initial SAN implementation, we have refreshed the solution 3 times. The last refresh efforts were completed in 2017 and support on this current solution ends on August 31, 2023.

The Information Technology Network Team began investigating a replacement solution approximately 6 months ago. The Team has concluded the SAN solution has provided an effective secure method for backup management of in-house data storage and would like to upgrade to the latest SAN solution.

The new proposed solution will replace the existing equipment and will remain a Dell server environment. This solution supports an all-flash array storage which will provide faster transmission of data and reduce traffic load across the network. Data storage is encrypted in transit and at rest.

IMPLEMENTATION PLAN:

Upon approval of the contract, the hardware will be ordered. It is expected the hardware will be received within 6 months and turnkey implementation will be scheduled soon after.

- Existing County data will be migrated to the new environment.
- The primary datacenter will be synchronized to the secondary datacenter creating the redundant environment.

FINANCIAL IMPACT STATEMENT:

\$448,318.00 is in the IT Budget under account number 10045055.55905 (Capital Outlay)

- Dell PowerEdge Compute Servers \$81,048.00
- Dell Networking Hardware \$59,828.00
- PowerStore Storage \$279,442.00
- Engineering Services \$28,000.00

Includes 5 years support and maintenance, through 2028.

RECOMMENDATION SUMMARY:

Recommend the Board to make a motion authorizing the Chairman to execute the contract with Davenport Group pending County Attorney approval.

SUPPORTING ATTACHMENTS:

Contract



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Moore County, NC

Datacenter Refresh - 5 YR

DPGQ6747

your davenport group representative

Andrew Bonner
account executive

andrew.bonner@davenportgroup.com

cell: (802) 770-2715
corporate: 877-231-9114

Summary

Prepared For:

Moore County, NC
Kay Ingram
206 South Ray Street

PO Box 905
Carthage, NC 28327
US
kingram@moorecountync.gov

Quote Information:

Quote Number: DPGQ6747
Date: 2/8/2023
Quote Expiration: 4/28/2023

Summary	Amount
PowerEdge Servers -Prod & DR SubTotal	\$81,048.00
Dell Networking -Prod & DR SubTotal	\$59,828.00
PowerStore -Prod & DR SubTotal	\$279,442.00
Engineering Services SubTotal	\$28,000.00
Total	\$448,318.00



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Quote

Here is the quote you requested.

Qty	Description	Unit Price	Ext. Price
NC State Contract 204X (Enterprise)			
8	PowerEdge R650XS	\$10,131.00	\$81,048.00
	PowerEdge R650xs		
	Trusted Platform Module 2.0 V3		
	2.5" Chassis with up to 8 Hard Drives (SAS/SATA), 2 CPU		
	(2) Intel Xeon Gold 6326 2.9G, 16C/32T, 11.2GT/s, 24M Cache, Turbo, HT (185W)		
	DDR4-3200		
	(16) 32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8		
	(2) 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD		
	Unconfigured RAID		
	PERC H745 Controller, Front		
	UEFI BIOS Boot Mode with GPT Partition		
	Riser Config 3, 1xOCP 3.0(x16)+ 2x16LP		
	PowerEdge R650xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM		
	Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile, V2		
	Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0		
	iDRAC9 Datacenter 15G OpenManage Enterprise Advanced Plus		
	LCD Bezel		
	A11 drop-in/stab-in Combo Rails With Cable Management Arm		
	High Performance Fan x7		
	(2) C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America		
	Dual, Hot-plug, PSU (1+1), 800, Mixed Mode TM		
	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 5 Years		
	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years		
	PowerEdge Servers -Prod & DR SubTotal		\$81,048.00

Continued On Next Page....



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Qty	Description	Unit Price	Ext. Price
4	Dell EMC S5224F-ON Switch	\$14,957.00	\$59,828.00
	Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU		
	Dell EMC S52XX-ON Series User Guide		
	OS10 Enterprise, S5224F-ON		
	(2) Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US		
	3 Years ProSupport Plus OS10 Enterprise Software Support-Maintenance		
	ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years		
	ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 5 Years Extended		
4	Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach		
4	Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter		
48	Dell Networking, Cable, SFP28 to SFP28, 25GbE,Passive Copper Twinax Direct Attach Cable,3 Meter		
8	Dell Networking Cable, OM4 LC/LC Fiber Cable, (Optics required), 3 Meter		
12	Dell Networking, Transceiver, SFP, 1000BASE-T, RJ45 Connector, Customer Kit		
	Dell Networking -Prod & DR SubTotal		\$59,828.00

Continued On Next Page....



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Qty	Description	Unit Price	Ext. Price
2	PowerStore 500T - Production and DR	\$139,721.00	\$279,442.00
	POWERSTORE 500T CUSTOMER RACK		
	192GB APPLIANCE DIMM 96GB PER NODE		
	(13) P1 25X2.5 NVME SED SSD 3.84TB		
	POWERSTORE BASE SW		
	25GBE OPTICAL 4 PORT CARD PAIR		
	25GBE OPTICAL 4 PORT IO MODULE PAIR		
	1450 WATT POWER SUPPLY PAIR		
	(13) PROSUPPORT PLUS: MISSION CRITICAL 4-HOUR 7X24 ON-SITE LOW CAPACITY SSD ADD-ON, 3 YEARS		
	PROSUPPORT PLUS MISSION CRITICAL 4-HOUR 7X24 ONSITE SERVICE WITH EMERGENCY DISPATCH 5 YEARS		
	PROSUPPORT PLUS MISSION CRITICAL 7X24 TECHNICAL SUPPORT AND ASSISTANCE 5 YEARS		
2	AppSync for PowerStore		
	APPSYNC FOR POWERSTORE		
	APPSYNC STR PK FOR POWERSTORE=CB		
	PROSUPPORT PLUS MISSION CRITICAL FOR APPSYNC STARTER PACK SOFTWARE SUPPORT MAINTENANCE 5 YEARS		
	PROSUPPORT PLUS MISSION CRITICAL FOR APPSYNC STARTER PACK SOFTWARE SUPPORT CONTRACT 5 YEARS		
	PowerStore -Prod & DR SubTotal		\$279,442.00
1	Engineering Services	\$28,000.00	\$28,000.00
	Davenport Group Datacenter Production & DR - Implementation and Knowledge Transfer - Production and DR (See SOW for Details)		
	Engineering Services SubTotal		\$28,000.00
		Total	\$448,318.00

Please contact me if I can be of further assistance.



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Terms and Conditions

Terms of payment for the project are Net 15 from date of shipment, unless otherwise agreed upon. Upon shipment you will be billed 80% of the total project cost. Upon completion of the project, you will be billed the remaining 20%. Applicable taxes and shipping will be included on all invoices. Davenport Group reserves the right to cancel orders arising from pricing or other errors. A late fee of 1.5% per month will be assessed for all amounts that are past due. The terms of this proposal are subject to credit approval.

**Quotes and pricing terms are negotiated between Customer and Davenport Group and may be unique to the Customer. All data and information contained herein and provided by Davenport Group is considered confidential and proprietary. The data and information contained herein may not be reproduced, published, or distributed beyond the Customer organization, without the express prior written consent of Davenport Group.*

Thank you for your business!

Signature

Date



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DELL TECHNOLOGIES ALL-FLASH DATA REDUCTION GUARANTEE TERMS AND CONDITIONS

These are the Terms and Conditions of Dell Technologies All-Flash Data Reduction Guarantee program ("Program"):

Availability: The Program is available to purchasers who (i) buy an eligible Dell Technologies All Flash Storage Product (defined below) either directly from Dell Technologies (defined below) or through a Channel Partner (defined below) and (ii) agree to these terms and conditions in writing after a copy has been provided to the purchaser by Dell Technologies ("Customer"). For Federal End Users, these terms and conditions must be executed by a contracting officer with authority to bind Federal End User. The term "Federal End User" is defined as any healthcare provider, department, agency, division or office of the United States government.

Eligible Dell Technologies All Flash Products are the following (collectively, the "Products"):

- **PowerFlex rack**
- **PowerFlex appliance**
- **PowerScale F200, F600**
- **PowerStore**
- **PowerMax**
- **Dell EMC Unity XT – All-Flash Arrays (x80F products)**
- **XtremIO – All Arrays**
- **SC Series – SC9000, SC7020F, SC7020, SC5020F, SC5020, SC4020 and SCv3000 Series Arrays (All Flash configurations)**
- **Isilon F-810, H5600**

For clarity, if a Product is purchased as part of a converged IT solution, the Program benefits only apply to the Product and **not** to the broader converged IT solution or any component other than the Product contained within.

"Dell Technologies" means (i) if the place of installation indicated upon purchase is in the United States, (a) Dell Marketing LP, Austin, Texas, in relation to SC Series Products or (b) EMC Corporation, Hopkinton, Massachusetts, with respect to all other Products; (ii) if the indicated place of installation is in another country where there is a local DELL or EMC sales entity that engages in the sale of the respective Product to end customers in the ordinary course of business, such local sales entity; or (iii) otherwise, (a) Dell Global B.V. (Singapore Branch), the Singapore branch of a company incorporated in the Netherlands, for indirect sales in Europe, Middle East, Africa and Asia, and Dell World Trade L.P., Austin, Texas, for indirect sales in Latin America, in relation to SC Series Products, or (b) EMC Information Systems International, Cork, Ireland, with respect to all other Products. For sales to Federal End Users, "Dell Technologies" means either Dell Marketing L.P., Dell Federal Systems L.P. or EMC Corporation.

A **"Channel Partner"** means a third party company, authorized contractually and directly by Dell Technologies to supply eligible Products to end-users for their own internal use and benefit.

Data Reduction Guarantee: Dell Technologies guarantees, in the sense as specified further below and with the specific remedies stated below, that for any new purchase of a Product, per array, for a period equivalent to the length of the pre-paid maintenance applicable to the purchased product (the "Guarantee Period"), the Product will provide logical usable capacity, including all data, equivalent to: for PowerStore four (4) times, PowerMax three point five (3.5) times, Unity XT and XtremIO three (3) times, and all other eligible Products two (2) times the **usable physical capacity** (the "Guarantee").

Requirements: To be eligible for the Guarantee, the following requirements must be met:

For all Products:

1. All data stored on the Products must be in its native format (not host-level encrypted or compressed);
2. Audio, Image, PDF and Video files will not be included in any calculation determining compliance with the Guarantee;
3. The Guarantee does not apply until data is written to at least 50% of the physical solid-state drive space for PowerStore and PowerMax, and to at least 70% of the physical solid-state drive space for all other storage Products;
4. Except with respect to Federal End Users, Products must be connected to an active ESRS gateway with functioning remote support for the Guarantee period; and
5. All compression and data deduplication functionality must be enabled where supported for the Guarantee to apply.

For PowerFlex Products:

1. Guarantee applies only to storage pools where compression is enabled on all volumes within the guaranteed storage pool, so long as every node contributing to the storage pool is guaranteed;

2. Guarantee excludes medium granularity storage pools, fine granularity overhead data, and metadata.

For PowerMax Products:

1. Must be a FBA (Open Systems) formatted array. CKD (Mainframe) formatted arrays or mixed (FBA and CKD) systems are not eligible.

For Dell EMC Unity XT Products (3:1 DRR):

1. VVOLs may not be used.

Limitations: To receive these benefits Customer must maintain, and remain current on payment for, a Dell Technologies ProSupport with the Mission Critical Option or a ProSupport PLUS support agreement for the Product with no gaps in coverage. A claim must be reported in writing prior to the expiration of the Guarantee Period. At the time of a claim filing, the Products must be running a then-currently supported version of the applicable operating system and firmware. Program benefits are not transferrable to another end-user customer. Customer may only make one claim per Product during the Guarantee Period. The Guarantee applies to purchases of new Products after the date of Customer's signature below and is not eligible for previously purchased products.

Filing a Claim: To file a claim, Customer must contact a Dell Technologies Sales Representative. Customer must provide evidence of compliance with this Program and provide screen shots of the Product dashboard documenting seven (7) consecutive days of data reduction results.

Remedies: Customer will grant Dell Technologies access to the applicable systems to validate how much data was reducible. If Dell Technologies determines that a claim under this Program is valid, Dell Technologies will be given an opportunity to correct the non-compliance at its own cost by either: (i) tuning the system, (ii) providing additional equipment, (iii) re-configuring the microcode, or (iv) adding or changing other hardware components additional hardware capacity not to exceed 50% of the product's usable capacity. Dell Technologies will have sole discretion to determine which of the foregoing activities will be performed. The options above are the only remedies the Customer is entitled to receive for non-compliance with the Guarantee, and only a single claim to rectify any non-compliance with the Guarantee may be made. Any liability for damages due to non-performance of the remedies under the Guarantee shall be limited to typical and foreseeable damages, which shall not exceed the purchase price for the Product in relation to which Customer is raising a claim under the Guarantee, and neither party will be liable for any indirect or consequential damages of any kind; the foregoing limitations on liability shall not apply in case of death or personal injury, in case of Dell Technologies' gross negligence or willful misconduct, nor in case of claims under statutory product liability.

Other Terms: If the place of installation indicated upon purchase is in the United States, this Guarantee is governed by the laws of Texas, excluding its conflict of law rules, and the courts of Texas shall have exclusive jurisdiction to settle any disputes out or in connection therewith; otherwise, this Guarantee is governed by the laws of Ireland, excluding its conflict of law rules, and the Irish courts shall have exclusive jurisdiction to settle any disputes out or in connection therewith. For Federal End Users, this Guarantee is governed by Federal law. Dell Technologies does not warrant that a specific data reduction ratio will be achieved. Rather, this Guarantee is independent from, and in addition to any warranty offered by Dell Technologies or the applicable Channel Partner, and none of the limitations stated herein shall limit Customer's rights under such warranties. For the avoidance of doubt, the Program does not provide a guarantee in the sense of an unlimited and/or strict liability in relation to certain Product features or the quality of the Product, but rather a legally binding statement of Customer's remedies in case the guaranteed logical usable capacity is not met pursuant to the above terms and conditions. Program is void where prohibited, whether by way of U.S. or other applicable export control laws or regulations or otherwise. Details and other limitations not specified will be determined by Dell Technologies in its sole discretion. Failure to enforce a term shall not constitute a waiver by Dell Technologies. Program is subject to change or cancellation by Dell Technologies without notice, but any such change will only apply to new purchases and not retroactively.

AGREED AND ACCEPTED:

Company Name: _____

By: _____

Name (Print): _____

Title: _____

Date: _____

FOR DELL

DELL TECHNOLOGIES INTERNAL USE:

Sales Order Number: _____



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Moore County, NC

Statement of Work

Datacenter Installations (PROD and DR Sites)

February 14, 2023

Presented by:
Drew Bonner

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1 Client Information

Client Name	Moore County, NC
Client Contact	Travis Mabe tmabe@moorecountync.gov (910) 947-6306
Client Address	Moore County NC
Additional Sites (if applicable)	Moore County NC

2 Statement of Work

This Statement of Work ("SOW") is entered into as of the date of the last signature below ("Effective Date") and sets forth the terms under which the [Company], ("Client") has engaged Davenport Group, Inc. ("Davenport Group") to provide the services described hereunder (the "Services").

This SOW is an offer that is valid for thirty days. If the Client executes this SOW within that time, then it will become a valid and binding SOW

2.1 Scope

- Dell PowerSwitch networking for Top of Rack
- VMware on Dell PowerEdge Servers
- Dell EMC PowerStore storage and Replication

2.2 Assumptions

Davenport Group has made the following assumptions while specifying the Services detailed in this SOW:

- The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.
- Business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. local Client time. Services will be performed during business hours, unless mutually agreed upon in writing.
- Service engagements will utilize full contiguous business days, unless mutually planned and agreed upon.
- Client's network infrastructure is stable and is the same across all its sites.
- This SOW includes travel to one domestic location within the continental United States. Travel to other locations is out of scope unless otherwise stipulated within this SOW.
- Davenport Group is not responsible for resolving compatibility or other types of issues that cannot be resolved by the manufacturer, or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
- For a timely and successful implementation to occur both the Client and Davenport Group must work together and requests for assistance by Davenport Group need to be responded to in a timely manner. Client will work with Davenport Group to ensure that the necessary Client information,

Statement of Work



appropriate documentation, and the ability to gain access to the necessary Client resources, personnel, and facilities happen as promptly as possible.

- If issues present themselves that prevent the Client from meeting its obligations as set forth in this SOW, Davenport Group may adjust the timeline or costs as necessary and will provide the Client notice of any changes.
- Davenport Group is not responsible for application malfunctions or conflicts between Client applications.
- Davenport Group engineers shall not perform engineering and/or consulting tasks that are outside their skill sets and experience. Davenport Group engineers may decline a service request if the request falls outside the scope of their experience and expertise.
- Cyber threat detection, remediation and/or resolution are not in scope and would require a specific SOW.

3 Services

3.1 Planning

- Dialog with Client's IT staff to determine design goals and project requirements that are agreed to by Davenport Group and the Client.
- Review existing environment for technical readiness requirements.
- Review installation requirements.
- Review network configuration.
- Review operating systems and application versions.
- Make recommendations for any environmental changes that may be required to ensure work herein is completed successfully.
- Create a timeline and task list.
- Ensure Client reviews, accepts, and abides by the terms and conditions.

3.2 Services

- **Datacenter Networking Basic**
 - **Implement and configure Dell Networking switches**
 - Mount switch(es) in appropriate rack and cable switch(es) with supplied power cables and customer provided Ethernet cables
 - Perform basic layer 2 switch configuration
 - Configure up to 10 vLANs for storage and virtualization environment
 - Network Switch Basic Administration Training
 - Review basic administration and configuration functions with the customer
 - Ensure the customer understands the Dell Switch configuration(s), how to manage the system, and make changes on their own
 - Ensure the customer knows when and how to contact Dell Support
- **Dell EMC PowerStore**
 - **Implement a functional and validated installation of the Dell EMC PowerStore Storage (SANs 1 & 2) with the following objectives:**
 - **Racking the Dell EMC PowerStore Storage Hardware**
 - Mount Storage Processor(s) in appropriate rack
 - Mount Disk Enclosure(s) in appropriate rack
 - Populate Disk Enclosure(s) with disk drives
 - Install necessary fibre, network, and power cables
 - **Basic setup of PowerStore Manager**

- Set the IP addresses
- Ensure all aspects of PowerStore Manager are fully functional and operating as designed
- Create disk pools, block/file access, and server connectivity
- Configure ESRS for support connectivity
- **Label, document, and verify**
 - Label all cables installed
 - Document all cable connections made to this point
 - Verify all connections to and from PowerStore Manager (iSCSI, Fibre Channel)
- **File Server Configuration (if applicable)**
 - Install and configure Windows MMC snap in
 - Create NAS Server
 - Configure 1 File System
 - Mount SMB Share
- **Configure Replication**
 - Configure connectivity to remote PowerStore
 - Configure replication and replication schedules
- **SAN Administration Training**
 - Review basic administration and configuration functions with the customer
 - Review controller failover Best Practices timeout settings
 - Review with the customer the Dell EMC PowerStore operations manual
 - Ensure the customer understands the PowerStore configuration, how to manage the system, and make changes on their own
 - Ensure the customer knows when and how to contact Dell EMC Services
- **VMware vSphere Installation and Configuration**
 - **Implement a functional vSphere environment**
 - **Installation and configuration of vSphere hosts**
 - Mount host(s) in appropriate rack and cable host(s) based on approved vSphere physical design
 - Install approved version of ESXi on all hosts
 - Configure vSwitches, dvSwitches, VMKernel ports, and port groups based on approved vSphere logical design
 - **Installation and configuration of vCenter**

- Import vCenter Appliance onto host
- Enable and configure vSphere Web Client
- Enable and configure Active Directory Authentication
- Create Windows Server templates and operating system customization specification
- **Cluster creation and advanced configuration**
 - Configure High Availability (HA) and Distributed Resource Scheduler (DRS)
 - Configure host groups and affinity rules based on logical design
- **vSphere administration knowledge transfer**
 - Install and explore vSphere Client
 - Review Datastore creation and administration
 - Explore vMotion, HA, and DRS configuration/administration
 - Ensure customer knows how to create and manage VMs

4 Out of Scope

4.1 Excluded Services

Both Davenport Group and the Client acknowledge that only the services outlined in this SOW will be performed by Davenport Group.

- Layer 3 configuration (Static and Dynamic Routing, VRRP, BGP, etc.) is not included in the scope.
- Migration of data from current systems, other than assisting with up to 3 VMs, is out of scope.

4.2 Change Management

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below.

Changes to scope beyond what is listed within this SOW, must be documented in writing with a Request for Change Form (attached here as Attachment B), and signed and approved by both parties as an amendment to this Statement of Work. If additional costs are applicable, they will be noted in the Request for Change Form.

5 Client Responsibilities

- Client will promptly notify Davenport Group in writing of a) any changes Client makes to its information technology environment ("Environment") that may impact Davenport Group's performance of the Services; and b) if Client becomes aware that any of the Assumptions set forth herein are incorrect.
- Client will maintain a backup of all data and programs on affected systems prior to Davenport Group performing the Services and during the term of the SOW. Davenport Group will have no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- Prior to the start of this SOW, Client will provide to Davenport Group, in writing, contact information for a single point of contact (the "Client Contact") who will ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such Client Contact. Failure to assign a Client Contact might result in an increase in project hours, length in schedule, and/or an increase in costs needed to complete the services.
- Client will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Davenport Group may request that meetings be scheduled with Technical Contacts.
- The Client Contact will have the authority to act for Client in all aspects of the Service including bringing issues to the attention of the appropriate persons within Client's organization and resolving conflicting requirements.
- The Client Contact will ensure that any communication between Client and Davenport Group, including any scope-related questions or requests, are made through the appropriate Davenport Group project management personnel.
- The Client Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- The Client Contact will ensure attendance by key Client contacts at Client meetings and deliverable presentations.
- The Client Contact will obtain and provide project requirements, information, data, decisions, and approvals within one working day of the request, unless both parties agree to a different response time.
- Client may be responsible for developing or providing documentation, materials and assistance to Davenport Group and agrees to do so in a timely manner. Davenport Group shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Client's failure to provide such timely documentation, materials, and assistance.
- Client will ensure the Services personnel have reasonable and safe access to the project site, a safe working environment, an adequate office space, and parking as required.

Statement of Work



- Client will inform Davenport Group of all access issues and security measures and provide access to all necessary hardware and facilities.
- Client is responsible for providing access to all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- Client will secure applicable and appropriate data center rack space, electrical capacity, network capacity and required third-party hardware, software or documentation in **advance** of the installation date.
- It is the Client's responsibility to obtain any and all prerequisite software licenses, certificates, codes, etc.
- If applicable, Client will have procured any required OS media, certificates, and product keys.
- If applicable, Client will locate OS certificates and register them online in order to generate appropriate license keys.
- If applicable, Client will ensure all required and/or appropriate Windows' licenses have been purchased prior to doing any P2V conversion. Windows' licenses purchased OEM with a physical server **cannot** be transferred to another server, physical or virtual.
- Client is responsible for all elements of system security. Industry best practices should be used by the Client for creating, issuing, managing, disabling, and revoking user IDs and passwords for Davenport Group personnel.
- Client will provide Davenport Group in writing with any restrictions or requirements regarding the Davenport Group consultant's use of personal equipment in advance of the commencement of the project.
- Client will provide access to telephone if cellular phone service is not operational within the datacenter and/or work area.
- Client will provide a computer connected to Client's network for the purpose of administration and testing. This computer needs to be freely available throughout the entire installation process.
- Client will ensure the Services personnel have secure remote access to all necessary systems at the Project site, sufficient for remote completion of all services work.
- Client agrees to notify Davenport Group immediately of any unauthorized use of Client Accounts or any other breach of security.

6 Acceptance and Authorization

The advice, recommendations, work product, and deliverables provided as part of this engagement were developed for the Client management and is not intended for use by any other party or for any other purpose and should only be relied upon by Client management. Decisions, actions or inactions, related to the advice and recommendations of this assessment, provided by the services, are the responsibility of the Client.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have signed this SOW as of the Effective Date.

Moore County, NC

Davenport Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

7 Attachment A: General Terms and Conditions

1. SERVICE

The following states the general terms and conditions under which we agree to perform certain services as described in the SOW attached hereto. Signature of the SOW by the parties, incorporate by reference these general terms and conditions and form the entire agreement between the parties.

2. TAXES

Client agrees to pay all applicable taxes, which result from any transaction under this SOW. If Client claims exemption from any such taxes, Client will provide Davenport Group with the documentation required, by the taxing authority, at point of purchase to support the exemption.

3. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

DAVENPORT GROUP WARRANTS THAT SERVICE WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. IF ANY FAILURE TO MEET THE FOREGOING WARRANTY APPEARS WITHIN THIRTY (30) DAYS FROM THE DATE SUCH SERVICE IS FURNISHED, DAVENPORT GROUP SHALL RE-PERFORM THE SERVICE, INCLUDING REPLACEMENT OF FAILED PARTS PROVIDED AND INSTALLED BY DAVENPORT GROUP, OR REFUND THE AMOUNT PAID FOR SUCH SERVICE. THE FOREGOING SETS FORTH THE EXCLUSIVE REMEDIES AGAINST DAVENPORT GROUP FOR CLAIMS BASED ON A DEFECT IN SERVICES. DAVENPORT GROUP MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, INFRINGEMENT OR THE LIKE. DAVENPORT GROUP'S ENTIRE LIABILITY FOR ANY CLAIM, REGARDLESS OF LEGAL THEORY, SHALL NOT EXCEED \$10,000.00 OR THE AMOUNT PAID FOR THE SERVICE PROVIDED, WHICHEVER IS LESS. IN NO EVENT WILL DAVENPORT GROUP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, THIRD PARTY CLAIMS, LOSS OF USE, LOSS OF DATA, LOSS OF INCOME OR PROFIT, LOSS OF VALUE TO EQUIPMENT OR AFFILIATED COMPONENTS.

THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PHYSICAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT.

4. INDEMNIFICATION

Unless where certain provisions are limited by Law, each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses liability, costs, or expenses (including reasonable attorney's fees), hereinafter called "Claims", arising out of bodily injury or death of any person or property damage, to the extent that such Claims are caused by the sole negligence, misconduct or other fault of the Indemnitor, its agents, employees or contractors. In no event will such liability of any kind include any special, incidental, or consequential damages.

5. CONFIDENTIALITY

Unless where certain provisions are limited by Law, each party agrees to utilize reasonable efforts in preserving the confidentiality of proprietary data or information that is designated confidential and is submitted pursuant to this SOW. Each party will be liable to the other party only in the event of a willful and material disclosure of such proprietary data or information.

6. NON-SOLICITATION

Each party agrees not to hire, contract, or take away or cause to be hired, contracted, or taken away, any employee or independent contractor from the other party, for a period of two years following termination of this SOW.

7. TERMINATION

Either party, upon thirty days prior written notice, may terminate this SOW for failure of the other to comply with its Terms and Conditions.

8. GENERAL PROVISIONS

- a. Client may not assign or otherwise transfer its obligations under this SOW except with the written consent of Davenport Group, which shall not be unreasonably withheld.
- b. Client's environment is as represented to Davenport Group at the time of execution of this SOW.
- c. Davenport Group shall exercise commercially reasonable efforts to perform the services in a timely manner, but shall not be liable for any failure of or delay in performance of its obligations under this SOW to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms explosions, labor disputes (whether or not the employees' demands are reasonable and within the party's power to satisfy), acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of Davenport Group's technical staff (collectively referred to herein as "Force Majeure"). Davenport Group shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
- d. Davenport Group may use affiliates and subcontractors to perform the Services.
- e. This SOW shall be interpreted in accordance with the laws of the State of Tennessee.
- f. Either party may bring no action under this SOW more than one year after the cause of action has accrued.
- g. If a court of competent jurisdiction deems any provision of this SOW, invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the SOW.

Statement of Work



- h. Any notice, under this SOW, shall be in writing and shall be effective upon receipt via certified United States Mail or nationally recognized courier. All changes to this SOW must be in writing and executed by both parties.

8 Attachment B: Request for Change Form

GENERAL INFORMATION			
RFC Number:		Revision Number:	
Create Date:		Revision Date:	
RFC Title:			
SOW/Contract Title:			
Customer Name:	Name:	Email:	Phone:
Change Initiator: (prepared by)	Name:	Email:	Phone:
SCOPE OF CHANGE			
Reason for Change:			
Description of Desired Change:			
Effect of Change:			
	In the fields below, identify impact to Budget, Schedule, Quality, Quantity, Resources, and Cost; insert n/a if not applicable		
	Budget:	Schedule:	Quality:
	Quantity:	Resources:	Cost:
	Cost to be paid by:		
TERMS & CONDITIONS AND SIGNATURE			
<p>This Request for Change Form ("RFC") is governed by and subject to the terms and conditions specified in the associated SOW. If applicable, the Agreement is incorporated by reference in its entirety into this RFC and the parties acknowledge having read and agree to be bound by the Agreement. In the event of a conflict or inconsistency between the provisions of this RFC and the provisions of the SOW or the Agreement, as the case may be, the provisions of this RFC will take precedence. Unless specified otherwise in the Reason for Change section, this RFC shall take effect on the latest signature date. Signatures below evidence acceptance of the change detailed above.</p>			
Davenport Group		Client	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

Please e-sign or fax/email signed copy to your Davenport Group Account Executive

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: D. Bryan Phillips, Public Safety Director
DATE: 31 March 2023
SUBJECT: UHF Paging – Upgrades
PRESENTER: D. Bryan Phillips, Public Safety Director

REQUEST:

The first request is the approval of contract with Carolina Recording Systems LLC utilizing GSA contract to State and Local Government agencies to upgrade 911 voice recording equipment.

The second request is the approval of a budget amendment to use 911 fund balance in the amount of \$105,705.00

BACKGROUND:

Attached is a quote from Carolina Recording Systems, LLC to upgrade the recorder for (radio, phone and computers) the old system will not currently record computer screens while receiving, dispatching and processing 911 and non-911 calls for service.

We are in a multi-phase process of meeting the July 1st, 2025, Time Division Multiple Access (TDMA)- TDMA is the channelization protocol in which bandwidth of channel is divided into various stations on a time basis. There is a time slot given to each station, the station can transmit data during that time slot. Each station must be aware of its beginning time slot and the location of the time slot. TDMA requires synchronization between different stations.

The 2025 TDMA narrow banding upgrade project is a multiple layer process to be completed:

1. UHF Paging
2. Carolina Recording System (Recording of Phone and Radio Transmission)
3. VIPER Site – Robbins
4. Portable and Mobile Radios (Field Responder Units and 911 Center)

IMPLEMENTATION PLAN:

Award Contract to Carolina Recording System, execute the contract, Vendor to begin the installation process.

FINANCIAL IMPACT STATEMENT:

Total Cost \$118,838.82

911 Eligible	\$105,705.00 (\$105,705.00 These funds will be made available through a budget amendment that is attached. (Appropriation from 911 Fund Balance 21019000 32950 Revenue/Capital Outlay 21049055 55905 Expense)
Remaining	\$ 13,133.82 (Narrow Band Project Ordinance 43148055 - 55968 Capital Outlay – Infrastructure)

RECOMMENDATION SUMMARY:

The first request is to make a motion to approve the contract with Carolina Recording Systems LLC utilizing GSA Contract Pricing with a not to exceed \$118,838.82 to upgrade 911 voice recording equipment and authorize the Chairman to sign all necessary documents upon financial and legal approval.

The second request is for the Board to approve the attached budget amendment to use 911 fund balance in the amount of \$105,705.00

SUPPORTING ATTACHMENTS:

Carolina Recording System LLC Signed Contract
Letter of GSA Contract Pricing
Budget Amendment

STATE OF NORTH CAROLINA**CONTRACT FOR SERVICES****COUNTY OF MOORE**

This Contract is entered into the 21st day of February, 2023, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and Carolina Recording Systems, LLC. (the "Contractor").

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The Contractor agrees to provide services ("Services") pursuant to the provisions and specifications identified in Attachments 1 and 2, which are incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachments 1 and 2.

2. TERM OF CONTRACT

The term of this Contract is from February 21, 2023 through June 30, 2023.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

During the term of this Contract, the Contractor will receive from the County an amount not to exceed \$118,838.82 as full compensation for the provision of services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. INDEPENDENT CONTRACTOR

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. INSURANCE

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. HEALTH AND SAFETY

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-VERIFY

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. IRAN DIVESTMENT ACT

The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). The Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

10. DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL ACT

This Contractor certifies that the Contractor is not identified as an entity by the North Carolina Secretary of State that is engaged in a boycott of the State of Israel pursuant to NCGS, Article 6G, Chapter 147. The Final Divestment List can be found on the State Treasurer's website at <https://www.nctreasurer.com/office-state-treasurer/divestment-and-do-not-contract-rules>. Any contract in violation of this Act is void.

11. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

12. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

13. TERMINATION OF AGREEMENT

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

14. SUCCESSORS AND ASSIGNS

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

15. COMPLIANCE WITH LAWS

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

16. NOTICES

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY PUBLIC SAFETY

ATTN: BRYAN PHILLIPS, DIRECTOR
P.O. BOX 905
CARTHAGE, NC 28327

CONTRACTOR: CAROLINA RECORDING SYSTEMS, LLC
1619 N. GRAHAM STREET
CHARLOTTE, NC 28206

17. AUDIT RIGHTS

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

18. COUNTY NOT RESPONSIBLE FOR EXPENSES

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

19. EQUIPMENT

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

20. PRIORITY OF DOCUMENTS

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

21. SEVERABILITY

If any provision of this Contract shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Contract.

22. NON-WAIVER

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

23. ENTIRE AGREEMENT

This Contract and Attachments 1 & 2 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

24. AMENDMENT

This Contract may only be amended by the written mutual agreement of the parties.

25. DRAFTED BY BOTH PARTIES

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

26. HEADINGS

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

Nick Picerno, Chairman
Board of Commissioners

ATTEST

Laura M. Williams
Clerk to the Board

CAROLINA RECORDING SYSTEMS, LLC

DocuSigned by:



C8D19C6706E94B7...

Ashlee Swilling
Director of Sales

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

SCOPE OF SERVICES

The Contractor will provide all necessary supervision, labor, materials, and equipment required to upgrade the recording system for 911 communications.

Attachment 2 contains additional specifications regarding the services.



We have prepared a quote for you

Moore County Public Safety E911 Division - DX (Actual)

Quote # 000765
Version 1

Prepared for:

Moore County Public Safety E911 Division

Nick Picerno
blyczkowski@moorecountync.gov

P.O. Box 11311
Charlotte, NC 28220
www.crsnc.com
(888) 661-0202



Tuesday, February 07, 2023

Moore County Public Safety E911 Division
Nick Picerno
302 South McNeill Street
Carthage, NC 28327

Dear Nick,

We are excited to submit to Moore County Public Safety E911 Division, the enclosed proposal for a communications recording system. After discussing with you, we are presenting a proposal which details the most beneficial approach to meet and exceed your current recording needs. As we have hopefully demonstrated through our interactions, Carolina Recording Systems prides itself in offering a relationship-focused service to each of our customers and are passionate about doing what is right through a collaborative approach to each solution.

Carolina Recording Systems brings to this project over 20 years of recording experience as a company along with a team possessing decades of experience and knowledge of technical solutions and operational knowledge of best practices from the user perspective. When partnering with Carolina Recording Systems, we hope you will experience service levels far beyond any provider in our industry.

We thank you and look forward to the continued relationship with your agency. We are excited for the opportunity to work with Moore County Public Safety E911 Division, as your long-term partner to provide the next level of progression in recording systems. If there are any questions you may have regarding this proposal or our company, please feel free to reach out and contact us.

Respectfully,

Screen Recording Options

A handwritten signature in black ink, appearing to read 'Ashlee Swilling', is written over a faint, circular background graphic.

Ashlee Swilling
Sales Director
CRS / Carolina Recording Systems, LLC

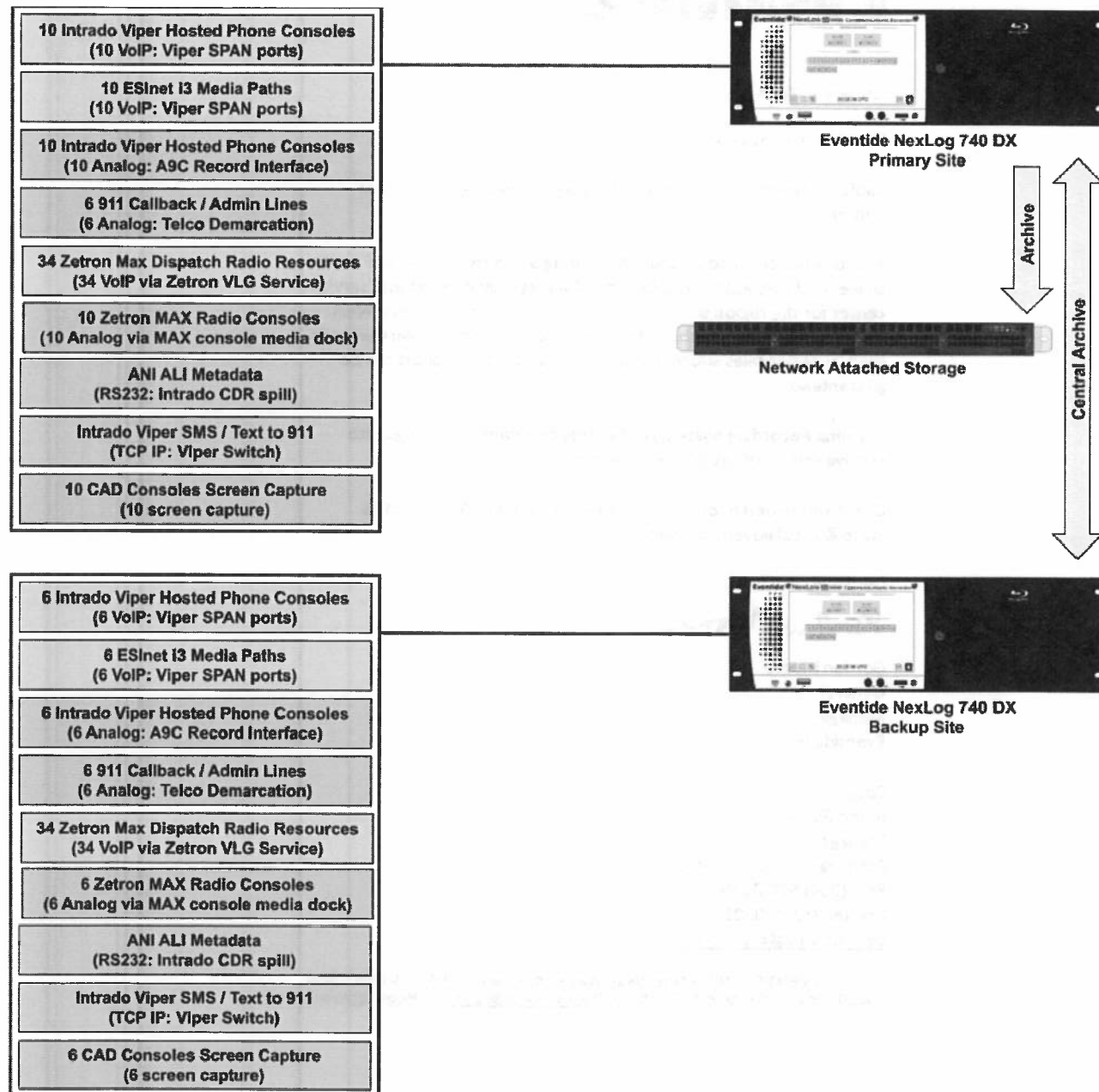
P.O. Box 11311
Charlotte, NC 28220
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ARCHITECTURE

HIGH LEVEL DIAGRAM of ACTUAL INSTALL

This diagram represents the actual installation of the Eventide recorder inclusive of Quote #753 NC 911 Board Diagram and Quote #765 Board Non-Eligible Items.



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LETTER OF CERTIFICATION - GSA

Eventide®

January 1, 2023

To: Whom it may concern:

Subject: Eventide Fully Certified Factory Trained Sales & Service Center

Eventide has certified **Carolina Recording Systems** as the only Premier Dealer and fully authorized Eventide **factory trained sales and service center** for the region covering North Carolina, South Carolina, West Virginia, Virginia, Tennessee, the District of Columbia & Maryland. As such, superior sales support and after sales service support can be guaranteed.

Carolina Recording Systems is the **only company** in this region to receive this certification from Eventide.

CRS is authorized to quote GSA prices from our GSA Contract to State & Local government agencies.

Cordially,

A handwritten signature in black ink, appearing to read 'Gordon Moore', is written over a faint rectangular stamp.

Gordon Moore
General
Manager
Eventide Inc.

Copy:
Byron Burns
Manager
Carolina Recording Systems
Ph: (704) 578-8025
Fax: (888) 776-0201
byron.burns@crsnc.com

EVENTIDE INC. • One Alsan Way • Little Ferry, NJ 07643-1001 • USA
☎ 201.641.1200 • fax 201.641.1640 • 🌐 www.eventide.com • 📧 loggers@eventide.com

P.O. Box 11311
Charlotte, NC 28220
www.crsnc.com
(888) 661-0202



Eventide NexLog 740DX B

Product Details		Quantity	Unit Price	Ext. Price
271014	Central Archive License (for archive to anotherNexLog)	1	\$1,362.92	\$1,362.92
271051	Network Archive License (1 is included withNexLog base system) - Network ArchiveLicense (1 is included with NexLog base system)	1	\$204.03	\$204.03
Web Client Licensing				
271083	MediaWorks PLUS (formerly Express): Concurrent Access for 8 Users	1	\$812.04	\$812.04
271111	MediaWorks DX - Web Access PlaybackLicenses - Eventide MP3 option for MediaWorks DX	1	\$159.14	\$159.14

Subtotal: **\$45,160.04**

Peripherals

Product Details		Quantity	Unit Price	Ext. Price
NAS-S50T-A12	Network Attached Storage Server - 1U Rack-Mount with 12TB Hot Swap RAID, Intel CPU, Windows Server 2019 Standard	1	\$5,995.00	\$5,995.00

Subtotal: **\$5,995.00**

Installation Services

Product Details		Quantity	Unit Price	Ext. Price
PROSVCS	Professional Services: Includes Pre-installation site survey, installation, configuration, testing, and unlimited training.	1	\$10,000.00	\$10,000.00

Subtotal: **\$10,000.00**

Shipping

Product Details		Quantity	Unit Price	Ext. Price
MAN S&H	Manufacturer Shipping and Handling	3	\$175.00	\$525.00

Subtotal: **\$525.00**

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Eventide NexLog 740DX B

Product Details		Quantity	Unit Price	Ext. Price
DX701	NexLog 740 DX-Series Front Panel Choices(Select One) - Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1	\$1,428.21	\$1,428.21
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)	1	\$0.00	\$0.00
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	1	\$293.80	\$293.80
DX705-1	NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) 2x2TB HotSwap RAID1=2TBstorage	1	\$2,407.56	\$2,407.56
Recording Channel Cards and Licensing				
DXANA24	Spare Telephony Cards for NexLog 740 DX- Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 24-Channel Analog PCIe (PCI Express) Cardfor DX-Series recorders, with 24 Ch. Licenses	1	\$5,386.40	\$5,386.40
109033-003	Quick Install Kit (Includes #264242-003 9FTConnector Cable & Punch down Block) STD Telco Pin-Out	1	\$179.55	\$179.55
271052	Native VoIP Base Recording License Including 8 Channels of G.711 IP	1	\$3,427.71	\$3,427.71
DX939	DX Series 8 Channel VoIP Add-On	5	\$1,566.95	\$7,834.75
DX754	NexLog 740 DX-Series GPIO, IRIG-B, Network Card and Power Supply Options - Dual Port100MB/1000 PCIe (PCI Express) Network Card (for NexLog 740 DX-Series recorder only)	1	\$538.64	\$538.64
Call Handling Integration				
DX911	Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)	1	\$8,157.13	\$8,157.13
Radio Integration				
209157	Metadata Integration for Dispatch, RoIP, and other systems	1	\$3,133.90	\$3,133.90
Screen Capture				
271070	Screen Recording for 5 PCs (Requires MediaWorks PLUS)	1	\$2,244.33	\$2,244.33
271076	Screen Recording expansion license for 5 PCs	1	\$448.87	\$448.87
Archiving				

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Eventide NexLog 740DX A

Product Details		Quantity	Unit Price	Ext. Price
Radio Integration				
209157	Metadata Integration for Dispatch, RoIP, and other systems	1	\$3,133.90	\$3,133.90
Quality Assurance Licensing				
271077	Quality Assurance DX Software (Quality Factor): FIRST 20 Agents (Requires MediaWorks Plus/DX)	1	\$3,020.00	\$3,020.00
271082	Quality Assurance DX Software (Quality Factor): 20 Agent ADD-ON license pack	1	\$2,360.00	\$2,360.00
Screen Capture				
271070	Screen Recording for 5 PCs (Requires MediaWorks PLUS)	1	\$2,244.33	\$2,244.33
271076	Screen Recording expansion license for 5 PCs	1	\$448.87	\$448.87
Archiving				
271014	Central Archive License (for archive to anotherNexLog)	1	\$1,362.92	\$1,362.92
271051	Network Archive License (1 is included withNexLog base system) - Network ArchiveLicense (1 is included with NexLog base system)	1	\$204.03	\$204.03
Web Client Licensing				
271083	MediaWorks PLUS (formerly Express): Concurrent Access for 8 Users	1	\$812.04	\$812.04
271111	MediaWorks DX - Web Access PlaybackLicenses - Eventide MP3 option for MediaWorks DX	1	\$159.14	\$159.14

Subtotal: **\$57,158.78**

Eventide NexLog 740DX B

Product Details		Quantity	Unit Price	Ext. Price
GSA GS-35F-0415V				
NexLog System Hardware				
NexLog740DX	NexLog 740 DX-Series Recording Solution - NexLog 740 DX-Series base system: 3U rack- mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web	1	\$7,141.06	\$7,141.06

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Eventide NexLog 740DX A

Product Details		Quantity	Unit Price	Ext. Price
GSA GS-35F-0415V				
NexLog System Hardware				
NexLog740DX	NexLog 740 DX-Series Recording Solution - NexLog 740 DX-Series base system: 3U rack-mountable, Core i5 CPU, 16GB DDR4 RAM, 2 x1TB fixed-Mount HDDs (RAID 1), 1 Blu-ray Multi-Drive, 2 Network Ports (100/1000), Embedded Linux, NexLog DX-Series software, web	1	\$7,141.06	\$7,141.06
DX701	NexLog 740 DX-Series Front Panel Choices(Select One) - Integrated 7" Color LCD Touch Screen Display for NexLog 740 DX-Series	1	\$1,428.21	\$1,428.21
DX730	Standard NexLog 740 DX-Series Archive: 1 Blu-ray Drive (also supports single-side DVD-RAM media)	1	\$0.00	\$0.00
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DX706-1	NexLog 740 DX-Series Storage Array Choices (Select One) - Upgrade NexLog 740 DX-Series (at time of order) to 2x4TB HotSwapRAID1=4TB storage	1	\$4,235.67	\$4,235.67
Recording Channel Cards and Licensing				
DXANA24	Spare Telephony Cards for NexLog 740 DX- Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 24-Channel Analog PCIe (PCI Express) Cardfor DX-Series recorders, with 24 Ch. Licenses	1	\$5,386.40	\$5,386.40
DXANA8	Telephony Cards for NexLog 740 DX- Series Recorders, NexLog 840 DX-Series Recorders and Smart Edge Capture Devices - 8-Channel Analog PCIe (PCI Express) Card forDX-Series recorders, with 8 Ch. Licenses	1	\$2,407.56	\$2,407.56
109033-003	Quick Install Kit (Includes #264242-003 9FTConnector Cable & Punch down Block) STD Telco Pin-Out	2	\$179.55	\$359.10
271052	Native VoIP Base Recording License Including 8 Channels of G.711 IP	1	\$3,427.71	\$3,427.71
DX939	DX Series 8 Channel VoIP Add-On	6	\$1,566.95	\$9,401.70
DX755	Parts for NexLog 740 DX-Series Recorders - Quad Port 100/1000 PCIe (PCIExpress) Network Card (for NexLog 740 DX- Series recorder only!)	1	\$1,175.21	\$1,175.21
Call Handling Integration				
DX911	Intrado VIPER NG911 Call Recording Bundle (Voice, Metadata and SMS)	1	\$8,157.13	\$8,157.13

P.O. Box 11311
Charlotte, NC 28220
www.crsnc.com
(888) 661-0202



Moore County Public Safety E911 Division - DX (Actual)

Prepared by:

CRS / Carolina Recording Systems, LLC

Ashlee Swilling
(706) 844-5731
ashlee.swilling@crsnc.com

Prepared for:

Moore County Public Safety E911 Division

302 South McNeill Street Carthage, NC 28327
Nick Picerno
910-947-6317
blyczkowski@moorecountync.gov

Quote Information:

Quote #: 000765

Version: 1
Delivery Date: 02/06/2023
Expiration Date: 06/30/2023

Quote Summary

Description	Amount
Eventide NexLog 740DX A	\$57,158.78
Eventide NexLog 740DX B	\$45,160.04
Peripherals	\$5,995.00
Installation Services	\$10,000.00
Shipping	\$525.00

Total: \$118,838.82

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Installation Considerations:

Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary 3rd party licensing, installation, and integration work is completed by its other vendors.

Order Remittance: Please approve orders online via the provided secure link or email Purchase Orders to orders@crsnc.com.

CRS / Carolina Recording Systems, LLC

Moore County Public Safety E911 Division

Signature: _____

Name: Ashlee Swilling

Title: Sales Director

Date: 02/06/2023

Signature: _____

Name: Nick Picerno

Date: _____

Fiscal Year 2022/2023

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Public Safety - 911 Restricted Fund Balance

Revenue	21019000 32950	Appropriated Fund Balance	-	105,705	105,705
Expense	21049055 55905	Capital Outlay	30,866	105,705	136,571

Approved this _____ day of _____, 2023

Nick Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

100007

Agenda Item: X.A.
Meeting Date: 04/18/2023

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk
DATE: 04/13/2023
SUBJECT: Appointments / Juvenile Crime Prevention Council

REQUEST:

Appoint new member to the Juvenile Crime Prevention Council.

BACKGROUND:

Bernice Critcher has previously served as the DSS Director's designee on the Juvenile Crime Prevention Council. Ms. Critcher has recently retired and Adult and Child Services Program Administrator David Richmond has been recommended to her vacant seat on the JCPC.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint David Richmond to fill the unexpired term of Bernice Critcher as the DSS Director designee member of the Juvenile Crime Prevention Council through August 31, 2023.